

REPORTS
FROM
POOR LAW INSPECTORS IN IRELAND,
IN PURSUANCE OF
INSTRUCTIONS
DATED 9TH MAY, 1872,
GIVEN BY DESIRE OF HER MAJESTY'S GOVERNMENT,
FOR THE PURPOSE OF
OBTAINING INFORMATION ON THE SUBJECT
OF
LABOURERS' DWELLINGS
IN THAT COUNTRY,
TOGETHER WITH
COPY OF THOSE INSTRUCTIONS;
AND
A GENERAL SUMMARY AND ABSTRACT OF THE REPORTS.

Presented to both Houses of Parliament by Command of Her Majesty.



DUBLIN:
PRINTED BY ALEXANDER THOM, 87 & 88, ABBEY-STREET,
FOR HER MAJESTY'S STATIONERY OFFICE.

1873.

[C.—764.] Price 6s.

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INSTRUCTIONS TO POOR LAW INSPECTORS.

Poor Law Commission Office,
Dublin, 9th May, 1872.

SIR,—The attention of Her Majesty's Government in Ireland has been for some time directed to the question whether any amendment of the existing law can be made with advantage for the purpose of promoting the construction of an improved description of labourers' dwellings in this country.

The knowledge possessed by Poor Law Inspectors of those matters on which the consideration of this question may be supposed to depend, and the facility with which they have, on former occasions, obtained valuable information for the service of the Legislature, have recommended them as the best medium for procuring the same on the present occasion.

The Law Adviser has prepared, at the request of the Government, a memorandum (a copy of which is enclosed) on the existing statutes which regulate the tenure of labourers' dwellings, on the mutual rights of landlords and tenants under those statutes, and also on the statutes providing for loans from the Treasury for constructing and improving labourers' dwellings.

Your attention is especially directed to the question of tenure with the object of obtaining suggestions for the substitution of a simple and easily understood enactment in the place of the complicated existing laws, some of which appear to be entirely inoperative.

The principle on which it appears that an amendment of the law might be based is that of giving to the landlord a cheap and summary mode of obtaining re-possession of his cottages in case of non-payment of rent, or for other sufficient cause, and of exacting from the landlord as a condition for the exercise of such power that the dwellings shall be substantial, and shall be kept in proper repair.

There are likewise enclosed two publications by the Board of Public Works, one containing designs for labourers' dwellings in Ireland, and the other "Instructions to persons desirous of obtaining loans" for these or other purposes.

The particular points on which the Government desires to obtain information from yourself, and from others whom you may see fit to consult upon the subject, are sufficiently indicated by the following queries:—

1. What would be the most convenient and suitable tenure for labourers' dwellings?

2. What quantity of land might be attached to or let with the cottage?
3. What should be the maximum amount of rent for house and land, which should properly be within the statute?
4. If the letting be in writing, could a short and simple form be suggested?
5. If the letting be not in writing, what should the landlord be bound to do in order to exercise the summary powers given?
6. What authority should decide whether landlord had complied with requirements of Act?
7. What restrictions, if any, should be imposed on tenants letting cottages to labourers under this Act?
8. Are any special provisions required in the case of houses occupied by caretakers, &c.?
9. Could any system of registration of labourers' dwellings, involving inspection, &c., be adopted with advantage?
10. Can you suggest any modification in the existing regulations for procuring loans which would tend to encourage more numerous applications, and to simplify the present mode of obtaining advances?

The above queries relate altogether to points on which further legislation may appear to be desirable, and will engage your most particular and most careful attention.

In reference to the published designs of the Board of Public Works for labourers' dwellings, the Commissioners suggest the following additional points for inquiry:—

1. Are these designs, or any of them, and if so, which, perfectly satisfactory to you as suitable to the class of persons for whom a better description of dwellings than those which they now occupy are required?
2. If not, will you specify any points in which you consider alteration might be made in these designs with advantage, either in regard to ventilation, decency, cleanliness, economy, or any other desideratum?

The accompanying design, with specification and estimate, prepared by Mr. Barney of this department, is intended to facilitate your examination of those of the Board of Works, and to suggest to you, with greater distinctness, some of the above mentioned points as deserving further and careful inquiry.

Your attention, at the same time, is drawn to the seventh paragraph of the Annual Report of 1868.

By order of the Commissioners,

B. BANKS, Chief Clerk.

To each Inspector.

ENCLOSURES IN FOREGOING CIRCULAR.

(a) CHRONOLOGICAL SUMMARY OF THE LAW RELATING TO LODGINGS AND DWELLINGS OF THE POORER CLASSES IN IRELAND.

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STATUTES.

Division I. 14 & 15 Vic. c. 92, s. 15 (1851.)	Summary Jurisdiction Act.
Div. II. { 14 & 15 Vic. c. 28 (1851)	{ Common Lodging Houses Acts extended to Ireland by 23 Vic. c. 26 (1860).
{ 16 & 17 Vic. c. 41 (1853)	
Div. III. 17 & 18 Vic. c. 103 (1854.)	Towns Improvement Ireland Act, 1854. (Lodging-houses.)
Div. IV. 19 & 20 Vic. c. 65 (1856.)	The Cottier Tenant (Ireland) Act, 1856.
Div. V. { 23 & 24 Vic. c. 154 (1860.)	{ The Landlord and Tenant Law Amendment Act (Ireland), 1860.
{ 14 & 15 Vic. c. 57, s. 82 (1851.)	
Div. VI. 29 & 30 Vic. c. 44 (1866.)	The Civil Bill Act The Labouring Classes Lodging Houses and Dwellings Act (Ireland), 1866.
Div. VII. { 29 & 30 Vic., c. 90, s. 42 (1866)	{ The Public Health Act, 1848, s. 67, extended to Ireland by the Sanitary Act, 1866, s. 42.
{ 11 & 12 Vic., c. 63, s. 67 (1848)	
Div. VIII. 31 & 32 Vic. c. 130 (1868.)	The Artisans and Labourers' Dwellings Act, 1868.

As to LOANS for LODGING HOUSES and DWELLINGS, see pp. 11-13.

Div. I.

14 & 15 Vic. c. 92, s. 15.

Applies only to cities, towns, boroughs, and villages in which a fair or market is usually held, and by the 34 & 35 Vic. c. 76, s. 10, to towns or townships within the Metropolitan Police District of Dublin, although no fair or market is held there. It only authorizes the summary recovery of a house or part of a house under the following conditions:—

- (a.) The tenant's interest must have ended or been determined by notice to quit.
- (b.) The holding must be for a term not exceeding one month.
- (c.) The rent must not exceed the rate of £1 per month.
- (d.) Whether occupied by the tenant or not, the holding must have been neglected or refused to be given up to the landlord.

Under the before mentioned circumstances the landlord may obtain a summary order for possession at Petty Sessions on summons served or posted, as specified in this Act and section.

NOTE.—This Act is in constant use, and it is not an unfrequent complaint on the part of landlords that it does not extend to rural districts. It would not, however, be just to extend it to rural districts without giving a complete jurisdiction to Petty Sessions, to adjust mutual equitable claims between landlord and tenant, as is provided by the 19 & 20 Vic. c. 65, ss. 3, 4 and 5. [See Div. IV.] There is no right of appeal from the decision of the magistrates.

Div. II.

14 & 15 Vic. c. 28, and 16 & 17 Vic. c. 41, extended and made applicable to Ireland by 23 Vic. c. 26.

The scope of these Acts is to provide for registration of lodging-houses, and for regulations for their sanitary condition and good order, and for separation of sexes; by-laws for these purposes may be made, subject to the approval of the Chief or Under Secretary on behalf of the Lord Lieutenant, and have been made in several places.

NOTE.—This is a branch of the Sanitary Laws.

Div. III.

17 & 18 Vic. c. 103, ss. 45, 46, incorporating Towns Improvement Clauses Act, 10 & 11 Vic. c. 34, ss. 117, 118.

This Act only applies to towns which have adopted it, and the scope of its provisions as to lodging-houses is similar to Div. II.

NOTE.—This is a branch of the Sanitary Laws.

Div. IV.

19 & 20 Vic. c. 65.

s. 1. Applies only to the following tenements:—

- (1.) Dwelling-house with not more than half an acre (if any) of garden or cultivated allotment.
- (2.) Tenure to be yearly, half-yearly, quarterly, monthly, or weekly.

- (3.) Rent not to exceed the rate of 12s. per month.
- (4.) Letting to be by written or printed agreement in form in schedule to Act, stating whether tenement is to be maintained in tenable condition by landlord or tenant, or by both, and if by both then what portions are to be maintained by each.

s. 2. Possession may be summarily recovered under the 14 & 15 Vic. c. 92, s. 15, [see Div. I.] provided the following matters are proved on the hearing of the case :—viz., that at the commencement of the tenancy the tenement had :—

- (a.) Stone and mortar, or brick and mortar walls and chimney.
 - (b.) At least two separate rooms.
 - (c.) External window with glazed movable sash to admit air in each room.
 - (d.) Privy.
 - (e.) A drained and level platform along front of the dwelling 18 feet wide; or, if the road is nearer than that to the dwelling, then between the road and dwelling.
 - (f.) Space at ends or rear of house for dunghill and pig-sty.
- And that the foregoing were suitable and maintained in good condition at the commencement of the last period, for which the landlord received rent, or became defective only by tenant's default.

The summons before the magistrates in Petty Sessions is to be deemed to have determined the tenancy without notice to quit,

- (a.) If tenant wilfully leaves dunghill or pig-sty on the level platform in front of the dwelling for more than three clear days after notice in writing by landlord to remove it.
- (b.) If tenant wilfully damages or suffers anyone else to damage the tenement.

- s. 3. Tenant overholding without reasonable cause after determination of tenancy and demand of possession to pay full rent for over-held period.
- s. 4. If on determination of tenancy there is a growing crop, the magistrates shall fix compensation to tenant after deducting arrears of rent, if any, and warrant for possession not to issue till compensation settled.
- s. 5. Landlord to retain all his legal and equitable remedies in the superior courts.
- s. 6. Act not to interfere with jurisdiction in fair and market towns, under 14 & 15 Vic. c. 92, s. 15. [See Div. I.]
- s. 8. Power to appeal under Petty Sessions Act, 1851.
- s. 10. Act only applies to tenements provided by landlord for use of occupying tenant.

NOTE.—The absence of any one of the conditions required by s. 2 would defeat the ejectment summons, and the multiplicity of detail provided by the Act renders it a dead letter; consequently it does not practically extend the operation of the 14 & 15 Vic. c. 92, s. 15 to rural districts. Hardly a single instance has occurred under this Act. An express power of appeal is given by this Act.

Div. V.

23 & 24 Vic., c. 154, ss. 81-85.

This Act consolidated and altered the landlord and tenant law in 1860, and applies to the following cottier tenancies wherever situated, in town or country; and the 86th section gives a summary power to recover possession at Petty Sessions, not only of cottier tenant holdings, but also of lands or premises in possession of a servant or caretaker.

The cottier tenancies within this Act are as follows:—

- s. 81. (a.) The letting must be in writing.
- (b.) It must consist of dwelling-house or cottage, without land or with land not exceeding half an acre.
- (c.) The rent must not exceed the rate of £5 a-year.
- (d.) The letting must be for one month, or from month to month, or for a less period.
- (e.) The landlord must undertake by the letting to keep the premises in tenantable condition.
- s. 82. If the landlord determines the tenancy by notice to quit, he must compensate the tenant for growing crops or for any benefit from the manuring of the land. Such compensation is recoverable by the tenant by civil bill process at Quarter Sessions.
- s. 83. The landlord is bound to maintain the dwelling-house or cottage in tenantable repair; and if it is unfit for occupation by his default, no rent can be recovered for the period during which it is in that state.
- s. 84. If such cottier tenant, or any other tenant for less than a month, or at will or by sufferance, wilfully injures, or permits to be injured, any part of the premises which the landlord is bound to keep in repair, the landlord may obtain immediate possession by order of magistrates in Petty Sessions.
- s. 85. If cottier tenant's rent is in arrear for forty days, magistrates in Petty Sessions may give summary order to the landlord for possession—
- s. 86. Power to magistrates in Petty Sessions to give summary order for possession.
 - (1.) When such cottier tenant's interest has ended or been determined by notice to quit;
 - (2.) When any servant, herdsman, or caretaker refuses on demand, to give up possession of any lands or premises of which he has been put into possession by the owner's permission.

NOTE.—This 86th section is in common use so far as regards servants, herdsman, and caretakers; but the only tenant to which it applies is an over-holding cottier tenant, and such cottier tenancies are not by any means numerous, the letting seldom being in writing or binding the landlord to repair.

There is no appeal from the magistrate's order under this 86th sec.

14 & 15 Vic. c. 57, s. 82 (Civil Bill Act) enables ejectments to be maintained in the civil bill courts against caretakers, servants, herdsman, and others holding over possession of lands and premises held not by lease or parole demise, but strictly at will, or by sufferance, or merely by permission.

NOTE.—This civil bill jurisdiction is more extensive than the summary jurisdiction under the 23 & 24 Vic., c. 124, s. 86.

DIV. VI.

29 & 30 Vic., c. 44.

Applies only to cities, boroughs, towns, and townships, under corporations or town commissioners.

- ss. 4 & 5. The Town Council or Commissioners may hold meeting and adopt the Act after notice, subject to postponement of the consideration of the question for a year, on memorial signed by one-tenth in value of the ratepayers.
- s. 6. Expenses of carrying Act into execution, payable out of the local rate, which may be increased for this purpose, subject to approval of Lords of the Treasury.
- s. 7. Income of lodging-houses or dwelling-houses built by Town Councillors or Commissioners, after payment of outgoings and interest and instalments of loan, to be carried to a separate account called "The Labourers' Dwellings Account."
- s. 14. Town Councillors, Commissioners, or any other body, may appropriate for the purposes of the Act any land vested in them, or take land by purchase, or on lease; but Town Councillors or Commissioners must have sanction of Lords of the Treasury.
- s. 16. Such Town Councillors, Commissioners, or body, may on such land erect buildings suitable for dwellings or lodging-houses of the labouring classes, or convert buildings into such lodging or dwelling-houses and supply them with furniture, fittings, and conveniences, and contract for supplying them with gas,
- s. 17. water, and other conveniences.
- s. 20. General management and regulation of lodging-houses under this Act vested in Town Councillors or Commissioners, and such houses to be open to sanitary inspection.
- s. 21. By-laws may be made with approval of Chief or Under Secretary for Ireland for—
1. Securing efficient control of Lodging-houses.
 2. Separation of sexes at night.
 3. Preventing damage—indecentcy or nuisance.
 4. Determining duties of officers, &c., of Town Councillors or Commissioners.

NOTE.—No summary power to recover possession is given by this Act.

DIV. VII.

29 & 30 Vic., c. 90, s. 42.

Extends to Ireland the 67th sec. of the Public Health Act, 1848 (11 & 12 Vic., c. 63), prohibiting the letting or occupation of cellars or underground rooms as dwellings, except under sanitary conditions as to size, drainage, fire-place, window, ashpit, &c. The breach of any such condition after written notice from the nuisance authority is punishable by a daily penalty not exceeding 20s.

NOTE.—This is a branch of the Sanitary Laws.

DIV. VIII.

31 & 32 Vic., c. 130.

Is an Imperial Act, and in Ireland applies only to city of Dublin, towns corporate, and towns having Commissioners.

This also is a branch of the Sanitary Laws. See recital in preamble.

- s. 5. If health officer finds premises unfit for human habitation he is
- s. 6. to report to the local authority, who may employ surveyor to report.
- s. 7. The owner may prepare his own plans and submit them to the
- s. 8. local authority, who are to make such order as they think fit.
- s. 9. Subject to appeal.
- ss. 18 & 19. If owner does not execute the works local authority may.
- s. 23. Owner may remove building instead of improving it.
- s. 25. Premises may be charged with annuity for cost of improvements.

NOTE.—This Act is in Ireland nearly a dead letter. There are only three or four instances in which it has been applied.

DIV. IX.

RESULT of PRESENT STATE of the LAW.

Landlord's rights against Tenants.

1. Under 14 & 15 Vic., c. 92, s. 15. Summary jurisdiction for recovery of possession of house or part of a house in town, borough, or village having fair or market, or under 34 & 35 Vic., c. 76, s. 10, in town or township in the Dublin Metropolitan Police Districts, although no fair or market is held there, if the term does not exceed one month, at a rent not exceeding the rate of £1 per month. No right of appeal from magistrate's decision.
2. Under 19 & 20 Vic., c. 65. Summary jurisdiction for recovery of possession in places other than those under the 14 & 15 Vic., c. 92, s. 15, if the tenancy is such as specified in Div. IV. Right of appeal from magistrate's decision.
3. Under 23 & 24 Vic., c. 154. Summary jurisdiction for recovery of possession—

Of cottier dwelling-house, or cottage without land, or with not more than half an acre of land, if the letting is in writing: the rent not exceeding rate of £5 a year, the letting for one month, or from month to month, or for less period, and if the landlord has undertaken to repair—

Under following circumstances :—

- (a) If rent in arrear forty days.
- (b) In case of overholding cottier tenant.
- (c) If cottier tenant, or tenant for less than a month, or at will, or by sufferance, injures premises which landlord is bound to repair.

No right of appeal from magistrate's decision.

NOTE.—As the conditions authorizing summary jurisdiction under 19 & 20 Vic., c. 65, hardly ever exist, and as those under 23 & 24 Vic., c. 154, seldom exist, inasmuch as the letting is rarely in writing, and the landlord seldom undertakes to repair, almost the entire of the summary ejectments at Petty Sessions are under the 14 & 15 Vic., c. 92, s. 15, and if the place is not a town, borough, or village having fair or market, or a town or township within the Dublin Metropolitan Police District (34 & 35 Vic., c. 76, s. 10), the tenant is ejected at Quarter Sessions by Civil Bill ejectment.

Landlord's right against Servant, Herdsman, or Caretaker.

Under 23 & 24 Vic., c. 154, s. 86. Summary jurisdiction to recover possession if he has been put into possession by the owner's permission. No right of appeal from magistrate's decision.

Under 14 & 15 Vic., c. 57, s. 82. Civil Bill jurisdiction to recover possession from a permissive occupant.

Tenant's rights against Landlord.

1. Under 14 & 15 Vic., c. 92, s. 15. None.
2. Under 19 & 20 Vic., c. 65. Compensation for growing crops to be ascertained summarily at Petty Sessions, and with right to hold possession until paid.
3. Under 23 & 24 Vic., c. 154. If tenancy determined by notice to quit (not otherwise)—
 - (a) Compensation for growing crops and manure in land, but recoverable only by Civil Bill process at Quarter Sessions.
 - (b) No rent payable while landlord in default in repairing premises.
4. Under 33 & 34 Vic., c. 46, s. 15, par. 5 (Land Act), a tenant may be entitled to compensation under this Act in respect of a cottage allotment if it exceeds a quarter of an acre, not otherwise.

The Acts as to lodgings and collars do not call for further observation.

DIV. X.

LOANS for LABOURERS' DWELLINGS under the ACTS for IMPROVEMENT of LANDED PROPERTY in IRELAND.

10 & 11 Vic., c. 32, ss. 2 & 4.

Authorized Treasury to make advances to Commissioners of Public Works in Ireland for making loans for drainage, irrigation, embankment, enclosure, fencing, reclamation, farm roads, and clearing lands from rocks and stones.

13 & 14 Vic., c. 31, s. 8. Added farm buildings.

<p>23 Vic., c. 19 (1860) a 10 years Act continued by 33 & 34 Vic., c. 103, Schedule (16) and 34 & 35 Vic., c. 95, Schedule (15) to 15th May, 1872, and end of then next session.</p>	}	<p>Added power to Commissioners of Public Works to make loans for erection of dwellings for labourers and their families in any case in which it appears to the Commissioners that more or improved accommodation for such labourers is required.</p>
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The Commissioners are also empowered as the condition of such loan to require removal of existing dwellings if expedient, and they are not to sanction any more dwellings than they consider sufficient for the accommodation of the labourers required for the proper cultivation of the estate or the part of the estate in which the dwellings are to be erected.

29 & 30 Vic., c. 40, s. 5. Also added similar powers to make loans for altering or adding to buildings, so as to make them labourers' dwellings.

13 & 14 Vic., c. 31, s. 10, and } Limit the amount to be advanced
24 & 25 Vic., c. 34. } to any one owner for labourers' dwellings to £6,000 as the maximum.

The persons who may obtain loans under the foregoing provisions, are by 10 & 11 Vic., c. 32, ss. 6 and 7, the following classes:—

- (a) Absolute owners in fee simple or tail.
- (b) Owners of life estates

{	<ul style="list-style-type: none"> 1. for life of owner or of any other person. 2. in dower. 3. by courtesy.
---	---
- (c) Owners for years determinable on life or lives.
- (d) Ecclesiastical or college lessees or tories quities lessees under them.
- (e) Lessees of leases renewable for ever.
- (f) Owners for terms of years, not less than forty unexpired.
- (g) Owners for terms of forty years or upwards renewable on fall of life or lives.
- (h) Ecclesiastical corporations and trustees of charities.
- (i) Tenants by lease for two or more existing lives, or for years determinable on fall of two or more existing lives.
- (j) Tenants by lease, twenty-five years unexpired.
- (i) and (j) must, however, give such security as Commissioners may require for payment of the rentcharge by which the loan is to be repaid, and must have given landlord notice of intention to apply for such loan.

MODE OF OBTAINING LOANS under 10 & 11 Vic., c. 32.

- a. 11. Memorial to Commissioners of Public Works in form in Schedule to Act, accompanied by report, plan, estimate and specification.
- a. 13. Commissioners may require security for costs of investigation and report.
- a. 17. Damage done by Commissioners in investigation on land to be compensated by Commissioners at amount assessed by magistrates at Petty Sessions.
- ss. 19 & 20. Applications to be advertised. Dissentient parties to be heard by Commissioners.
- ss. 22, 27, & 38; and 29 & 30 Vic., c. 40. Loan to be repaid by rentcharge, at 5 per cent. for thirty-five years, as first charge after quit-rent and tithe-rentcharge.
- a. 35. Loans issuable by instalments of one-fifth at a time.
- a. 33. If instalments misapplied Commissioners may enter and complete works.
- a. 46. Power to Commissioners to increase rents of improved land, payable by anyone not owner as above, ss. 6 & 7.

NOTE.—These powers have been very considerably availed of. See *Thom's Directory*, 1872, p. 848, at foot.

LOANS under 29 & 30 VIC., c. 44.

ss. 8 & 9. Power to Commissioners of Public Works, with approval of Treasury, to make loans for purchasing sites and erecting or adapting dwellings for labouring classes to—

- (a.) Town Councils or Town Commissioners.
- (b.) Railway Companies.
- (c.) Dock or Harbour Companies or Commissioners.
- (d.) Trading or Manufacturing Companies, or Associations employing persons of the labouring class.
- (e.) Owners in fee.
- (f.) Do. in fee-farm.
- (g.) Do. for lives renewable for ever.
- (h.) Do. for terms of years not less than 80 unexpired.

Whether or not such persons or bodies have powers to borrow.

ss. 10 & 11. Commissioners of Public Works, with approval of Treasury, to make regulations for advances repayable in not exceeding forty years.

ss. 12 & 13. Interest on loans not less than £4 per cent. Amount of loan not to exceed one-half value of the property on or on part of which expended (30 Vic., c. 28).

s. 14. Power to Town Councillors, Town Commissioners, or other bodies to take lands by purchase or lease for above purposes, and to be corporations for that object.

W. M. JOHNSON.

15/2/72.

PUBLICATIONS OF THE BOARD OF WORKS.

SPECIFICATION of WORKS to be done in erecting LABOURERS' DWELLINGS *Drawings, Nos. 1 to 70.*
on LOANS under the ACT.

THE foundations to be sunk at least 1 foot 6 inches under the surface of the ground, and the vegetable mould for 9 inches deep to be removed from the whole area of the cottage. After filling in the trenches, the surplus earth remaining is to be spread about the walls outside, so as to give a good fall out from the walls on all sides.

The walls to be built of stone or brick, as may best combine efficiency and economy; the quoins, jambs, and arches (or lintels in place of arches), chimney breasts and shafts, to be built of either stone or brick, as the locality affords cheapest and best; all stones to be laid on the flat or quarry bed, and to be full flushed and filled with mortar and spawls, and the two faces to be bonded together every four or five feet, and the joints full pointed flat on both sides, to take lime-whitening. Where chimney shafts pass through the slating, the joints of the shafts over the slating to be carefully and deeply raked out after the slating is done, and a mortar fillet to be run round the shaft to throw off the water.

The steps to doors and window-sills, and hearth-stones, to be of rough punched ashlar, when they can be procured, if not, of flags laid with a slope to throw off the wet.

The roof to be formed of foreign timber, red or white deals, the rafters to be $4\frac{1}{2}$ inches by $1\frac{1}{2}$ inches, and to be spaced 12 inches from centre to centre; the collar ties to be 3 inches by $1\frac{1}{2}$ inches to each pair of rafters, the ridge piece, 7 inches by $1\frac{1}{2}$ inches.

The covering of roof to be of ladies' or countesses' slates, laid on sawn laths $1\frac{1}{2}$ inches by $\frac{3}{4}$ -inch (24 to the deal), with at least 3-inch lap or cover, and thorough rendered with dry mortar mixed with cow-hair, or dried cow-dung well beaten and sifted.

The wall-plates and tassels to be 3 inches by 3 inches bedded level in mortar, and halved and spiked at heading joints or crossings.

The ground floor joists for bed-rooms to be $4\frac{1}{2}$ inches by $1\frac{1}{2}$ inches, trimmed for hearths; the floors of $\frac{3}{4}$ -inch deal, planed on one side and laid folding.

The outside door to be of 1-inch deal, planed on one side, rebated, beaded, and ledged with 3 ledges, each 9 inches by $1\frac{1}{2}$ inches, hung with strong hook-and-eye hinges, with a strong stock-lock and thumb-latch, and 3 12-inch flat iron bolts. The frame to be $4\frac{1}{2}$ inches by 3 inches, the joggles to run 6 inches into the wall, with 3-inch lintel spiked down on it; 3 inches by 1-inch wrought stops to be planted on the frame, and the feet to be secured to the door-sill by wrought-iron spuds and rings.

Timber lintels to be fixed over all ope, and to be 3 inches thick and 1 foot 6 inches longer than the clear ope.

The sashes to be of $1\frac{1}{2}$ -inch deal, with chamfered bar in small panes, or simply rebated to receive a cast-iron sash; and to be made in two heights, the lower to be fixed and the upper hung on pivot hinges, as shown on enlarged drawing. The meeting rail to be splayed and rebated; the frames to be $4\frac{1}{2}$ inches by $1\frac{1}{2}$ inches, with $\frac{3}{4}$ -inch inner casing to fill up reveals, with $1\frac{1}{8}$ inches by $\frac{3}{4}$ -inch wrought and rounded fillets, inside and outside, and 1-inch, planed on one side, rounded window-board laid level, fixed on rough deal bearers.

The kitchen floor to be formed in any of the following ways:—

1st. With deal as before described, *which is not recommended.*

2nd. With hard, well-burned, and well-shaped bricks on edge. *Unless these are very good, they are very hard to keep clean, and liable to great wear and tear.*

3rd. With any flags that will make a dry floor. This will only include freestones and granites.

4th. With English or Irish tiles.

Memorandum.—In proceeding to lay tiles or bricks the best course is to fill in to about $3\frac{1}{2}$ inches of the underside of floor with lime-riddings and spawls, and bring them to a rough level, and pour over them a grout of lime and sand. When this is dry lay 3 inches of cement concrete in the proportion of about one of cement to five of sand and gravel, and float over the upper surface of this carefully with half-an-inch thick of fine cement mortar from properly levelled screens. When this has set proceed at one end of the room to lay a tile at each corner; accurately level these two, and against them press a long straight-edge of same thickness as the tiles, securing it in its place; then remove these tiles and fill in between the straight-edge and the wall with enough cement to form a coat of about $\frac{1}{2}$ -inch thick, which must be mixed thin; roughly float this and lay in the tiles, skin to skin, with the trowel, and a smaller straight-edge; force them down to a level all across the course, and make all the joints equal, and spread the surplus cement forced up through the joints over the surface of the tiles and into any open joinings. Proceed to lay a second course in the same way, with this exception—that the short straight-edge will then be available for levelling the cement in the new bed; the long straight-edge is in every case to be secured in its place on each shift by driving into the concrete close

behind it a couple of iron points before removing the two guide tiles. The tiles must be kept in water until laid; and after one or two courses the surplus cement must be washed off with a wet cloth and plenty of water. After two days run the whole surface over with thin cement grout, which cox into any open joints, and wipe over the surface when set with a cloth and water. If a little more care be taken to grout and solidify the first filling the cement concrete may be saved.

Memorandum.—The cost of such a floor of English tiles, red and black alternately, and laid diagonally, is about, for one yard, in the city of Dublin—

Tiles,	s.	d.
Labour and laying,	1	9
	<hr/>	
	4	6

The tiles are 6-inch tiles, and 75s. per 1,000; labour only of laying, 6d. to 7d. per yard; cement, &c., the balance.

For skirtings to timber floor, deals, 3 inches by $\frac{3}{4}$ -inch, planed one side and chamfered on edge; to other floors skirtings of cement about 2 inches by $\frac{3}{4}$ -inch, the wall-joints having been first well scraped and the wall thoroughly wetted to cause the cement to adhere.

For ceiling rooms use 5 or 6 leaf deal, planed on one side, which may be afterwards papered or painted, or simply oiled (cost about $2\frac{1}{2}$ d. to 3d. per foot), or lath and plaster in the usual way.

In a turf country form a hearth of fire-brick on edge, and line the back of wall with same; where coal is burned a cottage-range can be bought for £1, requiring no setting; or an open fire-place of $\frac{3}{4}$ -inch wrought-iron bars at front and bottom, and strong frame, and about 2 feet 6 inches long, should be let into stone hobs at each side; if the stone is likely to be affected by fire protect it by blocks of fire-clay tiles, and back the fire-place with fire-bricks, sloping towards the front, so as to leave only 4 inches wide of fire at the bottom.

Make the internal doors and frames similar to the external, except that the doors need not exceed $\frac{3}{4}$ -inch in thickness, with 1-inch ledges and lighter hinges, with a thumb-latch and one small bolt.

The privy to be built with walls as before, 5 feet by 2 feet 6 inches inside, and door and frame as for internal doors; the roof with rafters 3 inches by $1\frac{1}{2}$ inches, 3-inch lintel over door serving as wall-plate; the seat and riser of 1-inch deal, on strong brackets of rough deal; the floor to be formed of flags or 1-inch deal, and 3-inch by 3-inch joists, in each case resting on the offsets of the wall enclosing the cess-pool, and arranged so as to be easily removable for the purpose of emptying.

The walls inside of house and privy to be whitened with lime and size, and the wood-work painted in 3 coats of oil colours inside and 4 coats outside.

Partitions.—When partition walls are required, it is desirable that they should occupy as little space as possible. It will, therefore, be generally best to build them of $4\frac{1}{2}$ -inch brick; but for mere separation of the sexes a timber screen may suffice, formed of $\frac{3}{4}$ -inch boards, nailed to 3-inch by 3-inch uprights, with head and sole pieces of same scantling, pasted over with paper.

Upper Floors.—The floors and skirtings to be same as for ground floors. Joists 9 inches by $1\frac{1}{2}$ inches, spaced 12 inches apart from centre to centre, on 4-inch by 3-inch wall-plates, will suffice for 14 feet bearing.

BOARD OF PUBLIC WORKS.

ACTS to FACILITATE the IMPROVEMENT of LANDED PROPERTY in IRELAND:—10th Vict., cap. 32; 12th Vict., cap. 23; 12th & 13th Vict., cap. 59; 13th & 14th Vict., cap. 31; 13th & 14th Vict., cap. 113; 15th & 16th Vict., cap. 34; 23rd Vict., cap. 19; 24th & 25th Vict., cap. 34; 25th & 26th Vict., cap. 29; and 29th & 30th Vict., cap. 40.

INSTRUCTIONS to persons desirous of OBTAINING LOANS under the above-mentioned Acts, for the several purposes therein authorized; together with the RULES and CONDITIONS under which such LOANS ARE MADE.

INSTRUCTIONS.

THE following instructions, prepared by the Commissioners of Public Works, and approved by the Lords Commissioners of Her Majesty's Treasury, are issued for the guidance and information of landowners who may be desirous of obtaining loans for any of the purposes provided for under the Land Improvement Acts.

The rules and conditions under which loans will be granted, as laid down by the Lords of the Treasury, are also added, together with a brief outline of the requirements and form of procedure in each case.

The following are the several purposes for which loans may be made, viz. :—

I.—The improvement of land by means of—

- (a.) Thorough drainage.
- (b.) Subsoiling and trenching, or otherwise deepening and improving the soil.
- (c.) Irrigation or warping.
- (d.) Embanking from river or tidal waters.
- (e.) Formation or improvement of fences, drains, streams, or water-courses.
- (f.) Making farm-roads.
- (g.) Clearing of rocks and stones.
- (h.) Reclamation from waste.
- (i.) Planting for shelter.

II.—Building or enlarging farm dwelling-houses in connexion with farm offices and buildings, erected or to be erected.

III.—The erection and improvement (by means of alterations or additions) of dwellings for labourers.

IV.—The erection of mill buildings for the scutching of flax, and for the formation of watercourses and weirs for providing water for the same.

MODE of applying for LOANS and PARTICULARS of INFORMATION to be furnished.

I. Application for loans for any of the purposes before mentioned should be made by memorial, in which should be set forth the name and address of the applicant in full, the county, barony, and parish in which the lands (described by townlands) are situated on the security of which it is desired to obtain a loan for the purpose of carrying into effect some specific improvement within or in connexion with the same, the value of the several denominations of the lands according to the Government valuation, as also the actual annual rental, the amount of

the loan sought for, and also, fully and particularly, with dates, the title under which the estate or interest is derived, and all matters affecting the same. Where the lands are held under different interests or titles it should be so stated.

2. The memorial should be accompanied by a copy of the sheet of the six-inch Ordnance Map in which the property is situated, on which its boundaries should be clearly shown; and in the case where the proposed operations come under Section I.

LAND IMPROVEMENT.

1. The extent of land to be benefited should be shown, with, as far as the scale will admit, the details of the works to be executed, whether open main-drains, thorough drainage, fences, roads, &c.

2. A specification of the works in detail will also be required, together with an estimate of their cost, and a schedule showing the present value of the lands and the increased value, in detail and in gross, which it is calculated they will derive from the proposed works. (See examples of plans, specification, estimates, and schedule in Addendum No. 1.)

3. When loans are sought for the reclamation of lands from the sea or tidal waters by embankment, the consent of the Commissioners of Woods and Forests, and also of the Lords of the Admiralty, should accompany the memorial; and in cases of glebe lands the consent of the bishop of the diocese and the patron of the benefice must be obtained; and where the benefice is in the gift of the crown, the consent of His Excellency the Lord Lieutenant will be required, in addition to that of the bishop of the diocese.

4. In all cases where streams form the boundary of a property which it is proposed to improve by draining under these Acts, and where it is necessary to execute works in such boundary streams to insure the free discharge of the water from the drains, a letter should be obtained from each of the adjoining proprietors of the lands through which the stream is to be deepened and widened, stating that he will allow the stream to be operated on as specified by the reporting officer, and that he will not at any future time interfere with the free discharge of the water at its reduced level. A similar letter should be obtained from all tenants who hold leases under any of the proprietors, any part of whose lands adjoins the boundary stream.

5. Where the object of the loan is to plant for shelter, the ground which it is proposed to plant, and also the ground which it is intended to shelter should be shown. The species of trees to be planted and description of fencing should also be stated, as well as the benefit, pecuniary or otherwise, which is expected to be derived.

In the case where the expenditure is proposed to be made under Section II.—

ERECTION OF FARM BUILDINGS.

1. The extent of the farm in respect of which the buildings are proposed to be erected should be shown by a distinctive marginal colour on the map, and the position which the buildings are intended to occupy, or which existing buildings do occupy, should be also plainly marked.

2. The nature of the proposed buildings should be stated (in the application), whether farm dwelling-house or offices, or both, or whether the works are to be in enlargement of existing dwelling-houses or offices, or both.

Notes.—Loans for farm offices will not be made, except in connexion with a suitable dwelling-house erected or to be erected.

3. The area of the farm, its value according to the Government valuation, its actual rental, the tenure under which held, and other points specified in Schedule, Form A, in Addenda. Farm buildings should also be given.

4. Plans and elevations of the proposed buildings will be required, on a scale of 8 feet to an inch, together with sections on a scale of 4 feet to an inch, and details of fittings on a larger scale. The purpose of each building to be plainly written and dimensions figured.

Where it is proposed to enlarge existing buildings, the old work should be indicated by a dark tint—the new work shown in red. Specifications and estimates should accompany the plans, and it is desirable that a description of the soil should also be furnished with a statement of the system of agriculture which has hitherto been followed, and that which it is intended to pursue; the sufficiency of the supply of water should also be mentioned.

In the case where the object of the Loan is under Section III., or

LABOURERS' DWELLINGS.

1. The application should state the number of dwellings which it is proposed to construct, or to add to and alter, and the circumstances which render their construction or alteration, &c., desirable or necessary; and should be accompanied by a copy of the Ordnance sheet or sheets, showing the boundaries of the estate, or portion of the estate on which the dwellings are to be erected, and also the selected sites, numbered and referenced.

2. Plans, elevations, and sections of the proposed dwellings, to the same scales as those laid down for farm buildings, will also be required, together with specifications and estimates corresponding thereto.

3. Where it is proposed to improve existing dwellings, by altering or adding to them, or both, it will be necessary to give a plan, or plans, and sections of the existing structure, distinguishing it by a dark tint, and to show by a red colour the intended alterations or additions. Detailed specifications and estimates will be equally necessary for such added or altered work.

4. It will be required that each dwelling should be provided with a small but sufficient enclosed yard, with proper privy and manure pit.

5. The nature of the site or sites as regards drainage or dryness, the facilities which the locality presents for obtaining suitable building materials, and the nature and sufficiency, as well as convenience of the supply of water, should also be given.

In the case of Section IV., or

MILL BUILDINGS for SCUTCHING FLAX.

1. The application should be accompanied by a copy of the Ordnance six-inch sheet containing the property, showing by a marginal tint the boundaries of the lands over which it is intended the charge in security for payment of the loan shall extend, and also the proposed site of the mill, and the streams and watercourses which it is intended to take advantage of.

2. The amount of power which it is intended to apply, the data on which it is calculated at different seasons to be, the mode of application, whether by undershot, breast, or overshot wheel, the arrangement of head-weir and lead, and of tail-race, with sections, should also be given.

3. Plans and sections of the building, showing its construction in de-

tail, together with specification and estimate of cost, will also be necessary.

4. Where other than water-power is intended to be made use of, full particulars of the mode of application will be required.

5. It is to be understood that the cost of providing the requisite machinery and internal fittings cannot be included in the loan, but must be provided out of the private funds of the applicant.

6. Plans and sections of mills on the smallest scale which it is considered can, with advantage, be established, and for which loans can be granted, together with specification and estimate, are given as examples in the Addenda.

NOTE.—1. Under each of the sections following the first, the land, information as regards title, value of property, &c., must be given in, or as an accompaniment to the application as under that section.

2. Forms of memorial can be obtained on application to the Secretary, Office of Public Works.

3. In filling in the memorial it is recommended, in order to avoid, as far as possible, error or imperfection and consequent inconvenience and delay, the title, &c., constituting the applicant an owner, should be clearly stated in the memorial, as required by the marginal note to form.

RULES AND CONDITIONS under which the LORDS COMMISSIONERS of HER MAJESTY'S TREASURY are pleased to authorize the granting of LOANS.

1. No loan to be made for any of the several purposes under the Acts for a less sum than £100.

2. The gross amount of loan to be made in respect of any property to be rendered liable for the repayment of the loan, not to exceed seven years of its annual value, as determined by the Government valuation, such gross amount to include each and every purpose for which such loan may be sought and may be granted.

4. The period for the repayment of loans made for the following purposes, viz :—

Buildings of all kinds ;
Clearing lands of rocks ; and
Planting for shelter ;

may, on application of proprietor, which application must accompany the memorial, be extended over thirty-five years, the annual instalment in payment of principal and interest being at the rate of 5 per cent. on the sum borrowed.

In all other cases provided for under the Acts the period for repayment to be limited to twenty-two years, the instalments being at the rate of 6½ per cent. on the sum borrowed.

5. Loans to be issued by instalments of one-fifth of the sum borrowed, provided the amount of loan does not exceed £2,500. But no instalment exceeding £2500. can in any case be issued.

6. No instalment after the first to be paid until satisfactory proof be given of the due expenditure of previous instalment.

7. When works have been executed to the value of any instalment issued, and a claim is put forward for the issue of another instalment, the owner or his agent should furnish with the claim a detailed account of the expenditure. Forms for this purpose will be supplied on application to the Secretary, Office of Public Works.

8. No loan to be made in respect of any work to be executed or build-

ings to be erected, except on plans and specifications which shall be duly approved by the Commissioners of Public Works.

9. In all buildings for the erection of which loans are granted, it will be required that timber of good quality, free from defects, and well seasoned, shall be employed, and that the materials shall be of the best and most durable quality suited to the particular purpose.

COURSE OF PRELIMINARY PROCEEDINGS.

- | | |
|---|--|
| Allocation of loan. | 1. When the memorial, with the necessary information, has been submitted for approval of the Commissioners, they will consider whether the proposed works or any portions of them are of such a character that a sum may be allocated for their execution; and they will either sanction the plan and estimate, modify it, or should they deem it necessary, as will be generally the case, refer it to one of their Inspectors. |
| Reference to Inspector.
Publication of notice. | 2. Should the project be considered eligible, the Commissioners will order the publication of the case, as required by the Act—that is to say, they give public notice that the memorialist has applied for a loan for the improvement of certain lands (naming them), or for the erection of buildings thereon; and that any person who considers he has an interest in said lands may object to such loan being made to the memorialist, by notifying his dissent in writing on or before a particular date which will be stated in the advertisement, and which is to be not sooner than two weeks after the date of publication. |
| Liability for expenses. | 3. It is also necessary to observe that, whether the loan applied for be sanctioned or refused, the applicant is liable for and will be required to pay any expenses incurred by the Commissioners in connexion with the application. |
| Dissent | 4. Should any person or persons lodge an objection to the loan, the Board will name an early day to hear and decide on same. |
| Examination of title. | 5. It is also necessary that they should be satisfied that the applicant has such an estate and interest in the lands mentioned in the memorial as will justify the loan; and for this purpose he will be required to lodge with the Board's solicitor for examination the title deed or deeds which constitute him the "owner," as set forth in the summary of title on the face of the memorial. |
| Order for a loan. | 6. Should the Commissioners, on receipt of their Inspector's report, consider that a loan can be advantageously applied in the execution of the proposed works, and should they be advised by their law officer that the title of the applicant is satisfactory, they will recommend the case to the Lords Commissioners of Her Majesty's Treasury, and on receipt of their Lordships' sanction make an order for loan. |
| Surety required to join in bond. | 7. The applicant and a solvent surety will be required to enter into a bond, conditioned in a sum to be named therein, that the instalments issued shall be expended according to the approved plans and estimates, and within a certain time, to be also specified in such bond. In no case should the works be commenced until copies of the approved plans, estimates, and specifications have been received from this office. |
| Issue of money. | 8. When the order for the loan shall have been duly registered, and the bond perfected to the satisfaction of the Board's solicitor, the Commissioners will be prepared to issue the first instalment for the execution of the works. |
| Power of attorney. | 9. In case it should be inconvenient to proprietors to attend at this office to draw the instalments, another party may be appointed for this purpose by power of attorney, a form of which will be supplied on application, free of stamp duty or other charge. |

10. The Commissioners will not authorize a further issue until the preceding one has been accounted for to their satisfaction; and in no case should an instalment be drawn until the borrower is fully prepared to proceed with the execution of works.

11. The approved plan and specification of works should not in any case be departed from without the special authority of the Commissioners previously obtained. However, if, in carrying out the improvements, the borrower should, from any peculiar circumstances, deem it desirable to alter the plan or specification of works, he can make a representation to that effect to the Board, applying for sanction to such deviation from the approved plan. Should the authority of the Commissioners be given, the works will be allowed for as if they had formed part of the original project.

For further information, proprietors desiring to avail themselves of the provisions of the several Acts for the improvement of landed property in Ireland are referred to those Acts, as quoted in the title-page.

DESIGN and SPECIFICATION of WORK in the LABOURER'S COTTAGE. *Drawing, No. 21.*
(Prepared in the Office of the Poor Law Commissioners.)

Trenches are to be excavated for the foundation 2 feet wide and 18 inches deep, and on new ground the surface-soil for 6 or 8 inches is to be removed and laid on the ground at the back.

The walling to be good rubble masonry well bonded, the largest of the stones are to be used in the foundation; quoins at the angles to be rubble-stone, roughly hammered to bond well; the jambs and arches of the openings are to be of rough hammered stones, or good hard bricks, 9 inches high of brick or 12 inches of stone; the openings may have stone lintels 4 inches thick; arches or lintels to be the full width of the walls; stone sills to the outer doors 12 inches wide and 4 inches thick; stone sills to windows of flags 9 inches wide and $1\frac{1}{2}$ to 3 inches thick, to project $1\frac{1}{2}$ inches, and to be 6 inches longer than the openings. The chimney to be built of 9-inch brickwork or rubble masonry carefully built; the flue to be 12 inches diameter, well pargetted. The fireplace to have stone jambs and mantel built in the wall. Hearth-stone, 4 feet by 1 foot 6 inches. A stone trough 2 feet 6 inches by 1 foot 9 inches to be set in the wash-house, with a grating in the bottom over to brick trunk leading to a surface-drain outside. The ash-pit and the space under privy-seat to be sunk 2 feet, and walled round; the back-wall of the privy to be built on an arch at the surface of the ground; wall of ash-pit to be 3 feet 6 inches high above the surface of the ground, coped with large stones; walls of privy to be 6 feet high above ground.

Floor of living room to be 9 inches above the surface of the ground outside, and to be formed with a coat of dry filling stones and lime refuse 5 inches thick, covered with a coat of tempered clay 4 inches thick, and hand-floated with dry lime and sand until the surface is firm. The wash-house to be floored with rough flags, closely jointed. A flag-stone 3 feet by 2 feet to be set outside the front door. Paved surface-channels to be formed at front and back under the eaves of roof.

The timber to be white American deal, sound, and free from objectionable defects, and all securely nailed; the roofing to be constructed as shown and figured on sections; the plates to be halved at the joinings and returned 3 feet into the gable and cross walls. Bed-room floor

joists to be $4\frac{1}{2}$ inches by $1\frac{1}{2}$ inches, with wrought boarding $\frac{3}{4}$ -inch thick, closely jointed; loft floor to be $\frac{1}{2}$ -inch rough boards, closely jointed on joists $4\frac{1}{2}$ inches by $1\frac{1}{2}$ inches. Rafters and floor joists to be spaced 12 inches from centre to centre.

The front door to be of inch rebated sheeting, and the other doors to be of $\frac{3}{4}$ rebated sheeting; all to have ledges 9 inches by 1 inch; three on each the front door and the outer door of wash-house, and two on each of the others; the two outer doors to have frames, $4\frac{1}{2}$ inches by 3 inches, rebated; the inner doors to have frames $4\frac{1}{2}$ inches by $1\frac{1}{2}$ inches, with $\frac{3}{4}$ -inch stops nailed on; all doors to be hung with wrought T hinges, 30 inches to the outer doors and 16 inches to the inner doors; the outer doors are each to have a thumb-latch and 2 bolts, and the front door also a 9-inch stock lock; the bed-room doors to have a thumb-latch and one bolt on the inside; the door between the living room and wash-house to have a thumb-latch only.

The windows to have deal rebated frames $3\frac{1}{2}$ inches by 3 inches, and $1\frac{1}{2}$ -inch deal casements; one casement to each window to be hung on hinges with stay and fastening; in the living room and bed-rooms one of the upper casements to be hung on centres, with lines for opening and closing them, and have a fastening to each; window and door-frames to be set 6 inches from the outside face of walls; inch window boards to be fixed to the windows of living and bed-rooms; window to loft to be 2 feet 6 inches by 1 foot 6 inches, with one casement only.

Inch deal seat and riser in privy on bearers; the floor to be flagged; a henroost to be formed over the wash-house with $\frac{1}{2}$ -inch rough boarding on joists 3 inches by $1\frac{1}{2}$ inches, with trap-doors 2 feet by 1 foot 6 inches in the middle; an opening to be formed in the gable, with cover for closing it; fix a hen ladder to it outside.

The walls of the living room and bed-rooms are to be plastered one coat and whitewashed, and the bed-rooms to have plastered ceilings. The woodwork to be painted three coats with good oil colour. The casements to be glazed with 15 oz. sheet-glass, set in oil putty.

A strong wrought-iron firegrate, 20 inches wide between the hobs, is to be set in the fireplace with hard sandstone, granite, or firebricks; hearthstone 3 feet 6 inches by 1 foot 6 inches.

The roofing to be lathed with red deal laths, 1 inch by $\frac{1}{2}$ inch, and thatched with new sound straw in the best manner, secured along the ridge and eaves, and made staunch and secure.

LABOURER'S COTTAGE.—APPROXIMATE ESTIMATE OF COST.

	£	s.	d.
Excavation and surfacing,	0	15	0
Stonework and masonry in walling, flagging, &c.,	35	12	7
Timber in roofing, flooring, &c.,	9	14	4
Doors, door-frames, &c.,	4	8	3 $\frac{1}{2}$
Boarded flooring,	2	9	4
Window-frames, casements, &c.,	5	2	0
Ladder to loft, &c.,	1	1	0
Thatching roofs,	8	7	0
Plastering inside,	2	11	9
Painting and whitening,	1	5	0
Fencing enclosing the back,	2	4	0
	<hr/>		
	£73	10	3 $\frac{1}{2}$

NAMES of INSPECTORS and STATEMENT of the DISTRICTS to which their REPORTS relate.

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No. 1.—REPORT FROM MR. ROBINSON.

(District comprised in the Counties of Carlow, Dublin, Kildare, Meath, Queen's County, Wexford, and Wicklow.)

Dublin, May 22nd, 1872.

GENTLEMEN,—I have the honour to acknowledge the receipt of your letter of the 9th instant, communicating to me the desire of Her Majesty's Government to obtain suggestions for the substitution of a simple and easily understood enactment in the place of the existing laws which regulate the tenure of labourers' dwellings in Ireland.

With the view of procuring as much information as possible upon this subject, I consulted gentlemen who have directed their attention to the question, and I have received many valuable suggestions from them both personally and by letter; to several I sent questions nearly similar to those contained in your letter of instructions, and I forward to you in an appendix* to this report, the replies which have reached me, together with plans and specifications for labourers' cottages recommended by some of those with whom I have been in communication as suitable to the class of persons for whom they are required.

In submitting to you the information I have obtained, and the suggestions which I would make respecting the proposed legislation on this subject, I will refer to the queries in your letter in the order in which they are put, and will endeavour to answer them as concisely as possible.

*Drawings,
Nos. 22 to 23*

* See page 27.

1. What would be the most convenient and suitable tenure for labourers' dwellings?

The result of my inquiries on this point would lead me to recommend that the tenure should be monthly or weekly, determinable by either party on seven days' notice. The tenant should not be entitled on eviction to compensation for disturbance or improvements under the Land Act or any other Act, but should be compensated by the landlord only for the value of the crop in the ground at the time the notice to quit was served, and the landlord should have a claim against the tenant on account of any damage to the premises occasioned by his neglect or default. The landlord should be bound to maintain the house in tenantable condition, but might require the occupier to keep the inside in good order, and repair window glass, locks and keys, &c., &c.

The magistrates at Petty Sessions should have power at the expiration of the time named in the notice to quit, and on receiving proof of the service of the notice, to give an order for possession by a warrant to the constabulary, and to determine the value of the crop in the ground, and all other matters in dispute between the parties; the magistrates' decision should be final.

The conditions which it would appear to be necessary to require under the Act are, that the tenure must be in accordance with the provisions of the Act; that the extent of land held, and the amount of the rent must be within the prescribed limits; that the cottage, if built after the passing of the Act, must have stone and mortar, or brick and mortar walls and chimney, and at least two bedrooms and a kitchen; and that the agreement must be in writing.

2. What quantity of land might be attached to or let with the cottage?

The general opinion is that one rood of land is sufficient for a labourer, and in that view I entirely concur, but it has been represented to me that in certain parts of Ireland the land near the cottage might be of little value, and perhaps only partly reclaimed, and that under such circumstances it would be desirable that the landlord should have the power to give the labourer more than in other places.

I would therefore suggest that the Act should provide that the land attached to the cottage must not exceed one statute acre.

3. What should be the maximum amount of rent for house and land which should properly be within the statute?

I think the amount of rent within the statute should not in any case exceed the rate of ten shillings a month.

4. If the letting be in writing, could a short and simple form be suggested?

I annex a form of agreement* suggested by Mr. T. Tighe Mccredy, Solicitor, who has had much experience in preparing leases and agreements under the Land Act. This form appears

* See page 27.

to me in every respect suitable. Any agreement entered into respecting internal repairs, such as keeping window glass, locks and keys, &c., in order, might be embodied in the form, in such terms as the landlord and tenant may mutually arrange and determine.

It would be desirable that agreements under this Act should be exempt from stamp duty.

5. If the letting be not in writing, what should the landlord be bound to do in order to exercise the summary powers given?

I am of opinion that the letting should always be in writing.

6. What authority should decide whether the landlord had complied with the requirements of the Act?

I think that all matters in dispute between the landlord and tenant, and all questions arising under the Act, should be within the jurisdiction of magistrates at Petty Sessions, that the magistrates should have power to appoint one or more persons to inspect the premises, if they require evidence not otherwise obtainable.

7. What restrictions, if any, should be imposed on tenants letting cottages to labourers under this Act?

A landlord who builds a labourer's cottage for his tenant, or permits him to build one, would do well to make it a condition with his tenant that he only lets to the labourer under the provisions of this Act, and that the occupant of the cottage must be, *bona fide*, a hired labourer. It would also be desirable that the landlord should make the tenant embody in his agreement with his labourer a clause against taking in lodgers, or subletting in tenements, but in other respects the farmer and his labourer should, I think, be unrestricted in their dealings with each other.

A labourer and his immediate lessor will be in the position of tenant and landlord under this Act, and as the head landlord would usually have full power to impose the restrictions I have referred to before building for his tenant, or permitting him to build, legislation on this point would probably not be necessary.

8. Are any special provisions required in the case of houses occupied by caretakers, &c.?

The existing law (sec. 86 of 23 & 24 Vic., c. 154) would appear to be sufficient in regard to caretakers.

9. Could any system of registration of labourers' dwellings, involving inspection, &c., be adopted with advantage?

This is a point on which there is much diversity of opinion, and it will be observed, on reference to the appendix, that while some are in favour of registration and inspection, others consider that such proceedings would be unnecessary. I am myself disposed to think that periodical inspection of the houses, after they are completed and occupied, would not be attended with much advantage, and that it might be left to the owners and occupiers to look after

their own interests, and maintain their respective rights, and that an inspection by order of the magistrates whenever it is necessary for special purposes, as suggested before, would be sufficient.

However, I express my views on this point with some hesitation, as I am well aware that much weight is to be attached to the opinions of those who recommend a different course.

10. Can you suggest any modification in the existing regulations for procuring loans which would tend to encourage more numerous applications, and to simplify the present mode of obtaining advances?

The following suggestions have been made to me in reply to this query—that the expense of the application and report might be reduced—that the inquiry into the title of the borrower might be shortened by giving the loan a statutory preference over all charges and interests;—that the Board of Works should be represented in every county by some person with whom applicants might communicate directly;—that the specifications might be simplified;—that the power of borrowing might be extended to any tenant holding not less than forty acres, whose landlord would assent to his obtaining the loan; that the Board of Works should lend money for a less expensive description of cottage than heretofore;—that there should be power to borrow a less sum than the present minimum of £100;—and that the period for paying the principal of the loan might be extended.

It would be difficult to form a just opinion upon these points without ascertaining the views of the Board of Public Works in reference to the suggestions that have been made, and I therefore think it advisable merely to communicate these suggestions to you without comment.

In reference to the published designs of the Board of Public Works for labourers' dwellings, and to the desire you express that I should specify any points in which I consider alteration might be made in them with advantage, I would remark that all the designs referred to provide for a floor over some of the rooms, and that I much prefer a plan in which all the apartments are on the ground floor.

When a cottage, comprising an upper story, is constructed at a moderate cost the rooms must be very low, and to build them sufficiently lofty to secure good air and ventilation would entail too much expense; it is a great object in erecting these houses to do so as cheaply as possible, so that the labourer may be able to afford out of his wages to pay the builder a fair interest for his outlay. I think, therefore, that, in a sanitary point of view, there is much advantage in building a cottage without an upper floor, and that the additional cubic contents of each room, obtainable by the greater height when there is nothing overhead but the roof, is a most important desideratum.

Having carefully examined Mr. Barney's plan, and compared it with many others shown to me, I think that his design embraces all the requirements for a labourer's dwelling, and that cottages built on that plan would be found suitable to the class of persons

for whom they are required; it will generally be desirable to put up a pigsty in the yard, and in places where turf is burned a fire-grate will not be necessary. In regard to the roof, there is no doubt that thatch, when kept in good order, is the most comfortable, and at the same time conducive to health, and that it is warmer in winter and cooler in summer than slates, but although the thatched roof might, in some parts of Ireland, still be adopted with advantage, there are many districts in which it would not meet with the approval of those concerned in the management of estates, in consequence of the expense attending the repair that it frequently requires, as well as for several other reasons. I would therefore suggest that it should be left optional with persons about to build to adopt the description of roof they prefer, and that in this respect, as well as in others, it is desirable that considerable latitude in planning the cottages should be allowed them, proper provision being made for sound construction, and for the number of rooms necessary for the separation of sexes.

If such persons are permitted to exercise their own taste and judgment in regard to designs and details, subject to the aforesaid conditions, they will be the more disposed to undertake the work which it is the object of the contemplated legislation to promote.

I have, &c.,

HENRY ROBINSON.

To the Poor Law Commissioners.

APPENDIX.

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FORM of AGREEMENT suggested by T. TIGHE MOOREDY, Esquire,
Solicitor, of 28, Westmoreland-street, Dublin.

AGREEMENT entered into this day of one thousand eight hundred and seventy in pursuance of the provisions of the Act between of of the one part, and of of the other part. The said being a hired labourer in the employment of the said the said agrees to let, and the said agrees to take the dwelling-house with the appurtenances thereto belonging and of land or

thereabouts, statute measure, situate in the barony of _____ and county of _____ to be held by the said _____ from the _____ day of _____ upon a tenancy determinable by either party upon the _____ day of any _____ upon _____ previous notice in writing at the _____ rent of _____ payable on the _____ day of every _____ the first payment to be made on the _____ day of _____ one thousand eight hundred and seventy _____
 And it is hereby further agreed between the said _____ and the said _____ that _____

In witness whereof the said _____ and _____ have hereunto signed their names the day and year first herein written.

QUERIES issued with reference to the question whether any amendment of the existing law can be made with advantage for the purpose of promoting the construction of an improved description of labourers' dwellings in Ireland :—

1. What would be the most convenient and suitable tenure for labourers' dwellings?
2. What quantity of land might be attached to or let with the cottage?
3. What should be the maximum amount of rent for house and land which should properly be within the Statute?
4. If the letting be in writing, could a short and simple form be suggested?
5. If the letting be not in writing, what should the landlord be bound to do in order to exercise the summary powers given?
6. What authority should decide whether the landlord had complied with the requirements of the Act?
7. What restrictions, if any, should be imposed on tenants letting cottages to labourers under this Act?
8. Are any special provisions required in the case of houses occupied by caretakers, &c.?
9. Could any system of registration of labourers' dwellings, involving inspection, &c., be adopted with advantage?
10. Can you suggest any modification of the existing regulations for procuring loans which would tend to encourage more numerous applications, and to simplify the present mode of obtaining advances?
11. Can you offer any suggestions as to the class of house suitable for a labourer's dwelling, in reference to the extent of accommodation, ventilation, decorum, cleanliness, economy, or any other desideratum?

REPLIES from the BARON DE ROBECK, county Kildare.

1. A written agreement either to pay rent, or the dwelling to be included in the wages, and to be by the month or week.
2. One rood, statute measure, as a garden—when more land is given too much of the labourer's time is taken up in attending to his land.
3. One shilling and sixpence a week. I consider a moderately comfortable cottage, with suitable offices, cannot be built under £85 to £100. A row of three cottages, each with kitchen, two bed-rooms, store-room, and porch, enclosed yard with a shed for fuel, a piggery, and

privy, cost £252; but then it cannot be expected that a labourer could pay more for a cottage and garden, the convenience of having him on the spot must be considered.

4. My cottages are all let by written agreements, either to pay so much rent or included in wages, and the form taken partly from the Cottier Tenant Act, is:—"This agreement witnesses that A. B., as landlord, agrees to let a cottage and one rood, statute, of land, or thereabouts, as a garden, and C. D., as tenant, agrees to hold the following tenement, viz., a cottage and one rood, statute, of land as a garden, situate in the parish of county of , from date by the week, at the rent of and further to keep all inside the cottage, and window-glass and offices in good and proper repair."

I consider the landlord should keep all outside, such as roof, walls, doors, window-frames, in repair.

5. I would give no summary powers to landlord where no written agreement existed. The object should be to encourage agreements in writing, thereby saving disputes and trouble when brought before a Petty Sessions Court.

6. The magistrates at Petty Sessions Court who could appoint persons to view the matter in dispute and report to them.

7. A very strict restriction against letting a cottage to a member of the family; it must be *bona fide* a hired labourer, and he must keep the cottage in good repair, and he should be obliged to have a written agreement; but the requirements of the cottage should not be too strict, such as are now in the Cottier Tenant Act, viz., "a sufficient privy," to enable summary jurisdiction.

8. I think not, as the houses are part of the wages; but a month's notice and power to bring the case before Petty Sessions Court; here again a written agreement would prevent any doubt.

9. I think not, it would be troublesome and expensive, and seldom complied with. Should be left to landlords or tenants and labourers to settle it; they would soon find out the advantage of doing things in a business-like way.

10. No, never having got a loan for cottages; but no doubt the greater facility given in obtaining loans would be encouragement to build cottages.

11. I think the class of house with the accommodation as stated in clause 3 sufficiently good for the ordinary labourer, beyond that would be very costly.

ROBECK.

Gowran Grange, Naas,
10th May, 1872.

REPLIES from JOHN E. VERNON, esq., Agent to the Earl of Pembroke, county Dublin.

1. The tenure should be weekly, for reasons given in letter of equal date; possession to be recoverable at petty sessions by a warrant to the constabulary.

2. Not over half a statute acre; in my opinion a smaller area is more desirable, the question of crops complicates a weekly tenure. What the labourer wants most is milk, and this cannot be had on any cottage lot.

3. One shilling and sixpence per week in country districts, 2s. in urban or suburban districts, or in towns under Towns Improvement Acts, or other local governments.

4. There can be no difficulty in scheduling the statute, a short and simple form.

If free from stamp duty it will be more likely to be used by the farmers.

5. Pay the taxes, keep the premises in tenantable repair, supplying in the first instance whatever is required by law under the existing statutes; crop in ground to be paid for by lessor.

6. An inspector appointed as suggested in letter of equal date. His evidence before two magistrates at petty sessions to be conclusive.

7. Not in any case to permit the cottage to be let in tenements, or occupied by more than one family.

8. The existing law appears to be sufficient.

9. I think all cottages built under the proposed statute might be registered with the local officer proposed to be appointed. The condition that his evidence should be necessary to enable possession to be recovered would insure proper maintenance.

10. Reduce expense of application and report; shorten inquiry into title; simplify the specifications; abbreviate the correspondence, and extend the power of borrowing to all tenants who can obtain the sanction of their landlords, and let there be some person in every county to whom the farmer can make his application directly. Do not ask any tenant applying for a loan to go to "a Board," and make all instalments payable in the nearest bank by "receivable orders."

JOHN E. VERNON.

May 13, 1872.

Castle Sanderson, Belturbet,
May 13, 1872.

MY DEAR ROBINSON,—I am sorry that I did not see you before leaving Dublin; I could have explained to you my views more fully than I can write them from this, where I am much engaged.

The first condition, without which men will not be induced to build cottages, is a short and simple remedy against an overholding labourer.

This no doubt sounds harsh, and might appear unpopular in a Government measure. The question, however, is—not what will look well in the print of a bill, but what is calculated to produce a supply of good dwellings for the labourers.

On Lord Pembroke's estate near Dublin the wages are 14s. a week. The men whom we house we pay at the rate of 13s. per week, and they occupy their cottages as *caretakers*. I have thus a power of immediate removal which I am happy to say I have never had occasion to use.

When the legislature, in a spirit of pseudo-humanity, made the poor-rate payable by the lessors on all tenements under £4, it did more (with the best intentions) to injure the Irish labourer than it has ever been able to do to improve his condition.

Looking to the difficulty of removing these small holders, every tenant who got possession of a tenement under the value of £4 pulled it down rather than become liable to the taxes for a holding which he could only recover at Quarter Sessions.

I think the power of the state in these matters is overrated; still there are causes at work now, in the direction of the desired result, to which the Government can lend aid.

I refer to the steadily increasing demand for labour—a demand which will make it necessary for everyone to whom that labour is indispensable to provide his supply by housing his employes of all grades.

It is difficult to throw over the labourer the shield of legislative pro-

tection. The old condition will stand good, viz., "the increasing value of the article will make it worth taking care of."

The present regulations for loans do not present any great difficulties in the way of a *large* proprietor taking a *large* loan, but there is much to prevent a small proprietor or farmer from borrowing for one or two cottages; and this is, after all, where the want is most felt. At present the necessity of furnishing a plan and an elaborate specification involves the employment of a professional man.

No farmer with forty or fifty acres will face this.

In other respects too the requirements of the Board are above the wants to be supplied; consequently the outlay will give no return.

It is difficult, within the compass of a letter, to explain what I mean; but I think a short specification might be framed and (if necessary) scheduled to the Act, setting forth the minimum number of rooms, their minimum cubic contents, and the quality and scantling of materials to be used; leaving, in other respects, the plans and details to the builder.

The inquiry into title of borrower might be much shortened by giving the loan a statutory preference over all *charges and interests*.

Any tenant holding not less than forty acres statute by any tenure whatsoever might be empowered to borrow with the assent of his landlord. I do not think this would be withheld unreasonably in most cases where labour is really required.

To carry out my views the Board of Works should be represented in every county by an intelligent man, to be named on merits (if such a thing is ever done), whose duty it would be to see that the cottages were properly built, properly maintained, as well as to report in the first instance as to whether they were required.

Any intelligent man accustomed to the management of land should know enough of construction to be able to control all these details without sending an officer from Dublin, and without a life-long correspondence with a "Board."

If such an officer were only paid for work done, I cannot think the benefit which would accrue to the labouring classes would be purchased too dear.

The legislature should bear in mind that at the present prices of building, it is very difficult to produce any cottage which can be let cheap, and yet repay the builder.

Every expense, therefore, should be reduced to a minimum, if the great desideratum of improving the dwellings of our labourers is to be attained.

I hope to be in Dublin on Friday.

Believe me, very truly yours,

JOHN E. VERNON.

REPLIES from the Honorable FREDERICK PONSONBY, Agent to Earl Fitzwilliam, county Wicklow.

1. It would be desirable that labourers should hold in some way that would correspond with their hirings, so that they should have the cottages so long as they keep to their engagements as labourers. At present they very commonly get a cottage and then work elsewhere, putting their employer to annoyance of ejection.

2. A quarter of an Irish acre.

3. The fair rent varies much, according to the goodness of the land

and the rate of wages, but from 6d. to 1s. 6d. a week (according to above circumstances) would be fair.

4. All cottages not let on written agreements might be taken to be on certain conditions; for instance, landlord to keep in repair and pay cess and poor-rate. Tenant not to injure, and be chargeable with repairs caused by neglect or wilful default. Tenant to keep clean and healthy and not overcrowded or with second families in same room. Not to sublet, assign, or divide without permission, &c., &c.

6. The court hearing the case. Evidence of Sanitary Inspector being receivable.

7. That the letting should be strictly for labourers required on their own farms, and employed by them on hirings for the whole year. The situation, plan, and cost to be agreed with landlord, and any difference as to the necessity of cottage, situation, plan, or cost to be determined by Land Court in case of difference.

9. Some inspection by Sanitary Inspector or police, so as to have report of state of cottage and number of inmates, would be useful.

10. Present requirements cause too much expense, particularly in out-buildings; an open walled-in yard is in country places quite enough, leaving the occupiers to make up little temporary outsheds as they think fit.

REPLIES from JAMES L. NAPER, esq., county Meath.

1. The shorter the better.

2. A quarter of an acre.

3. Three pounds ten shillings in rural districts, and £5 in towns, per annum.

5. The landlord should be bound to keep the cottages in repair, but all letting should be in writing.

6. There is at present no competent authority. The relieving officer might be required to give a certificate, but there should be an appeal to some qualified person or persons appointed by the Board of Works.

7. The tenants should be obliged to employ them at least nine months in the year, and in no case be allowed to erect more than one cottage to each fifty acres of land, which cottage they must keep in repair. I do not know how far the payment in kind could be restricted, but certainly one-half of the wages should be paid in money.

8. None; the present law is sufficient.

10. I believe great improvements are being effected in all parts of Ireland with which I am acquainted in the labourers' dwellings, that these improvements gradually made out of the income of the landlords and farmers, are much more desirable than any sudden impulse to build new houses all over the country, and I would suggest that where money is borrowed it should be at a short term, say, not to exceed twenty-one years in repayment, so that the person who makes the improvement and gets the credit of it should pay for it.

11. I would suggest houses similar to those in a recently published book of plans and specifications of cottages built on the estate of the Duke of Leinster; most of these are in existence on my property, and appear to answer as well as any I have seen.

REPLIES from GEORGE C. ROBERTS, Esq., agent to the Earl of Portsmouth, county Wexford.

1. In the country as in towns, weekly tenancies to induce the erection of cottages, and to insure prompt payment of rent and performance of contracts. The present legal mode of obtaining possession in towns ought to be extended to the country.

2. Not less than half an Irish rood for the growth of vegetables, &c. I think a greater quantity would be injurious, and occupy too much of the labourer's time. In most districts in Ireland, land can be had for the labourer's manure, for the growth of potatoes, &c., producing better root crops than a small patch kept in constant tillage.

3. A suitable cottage built of good materials will cost from £50 to £60, which ought to produce annually, say £3, and 5s. for the land (total £3 5s.) at a rent of 1s. 3d. per week, which is too much for an agricultural labourer to pay. Considering the advantage to the farmer of having his labourer on the spot, a rent of 1s. a week would sufficiently remunerate the farmer.

4. For the lawyers to do.

5. The present legal mode in towns under Act 14 & 15 Vic., c. 92, section 15, would suffice for landlord and tenant.

6. The Board of Works, and in case of legal proceedings the chairman of county.

7. See answer to No. 3.

8. The present law is sufficient, 23 & 24 Vic., c. 154, section 86, for caretakers not paying rent.

9. The Board of Works should periodically inspect all cottages built under the contemplated law, or that have been erected with the assistance of the Board.

10. Every possible facility should be given by the Board of Works by loans at moderate interest, and small annual repayments, to induce and enable proprietors and farmers (the latter especially) to erect suitable labourers' cottages. This is the first, being the most important, point to attend to, in framing an enactment on the subject.

11. A plain well-built cottage containing three apartments, one on the ground floor and two on the loft, with a piggy and privy in yard.

Geo. C. ROBERTS,

Enniscorthy,

15th May, 1872.

REPLIES from W. DOWNES WEBBER, Esq., agent to Robert G. Cosby, Esq., Queen's County.

1. Labourers' dwellings should be held either, 1stly, as portion of their wages, or, 2ndly, as tenements paying rent either by the week, month, or quarter. The latter should include all kinds of cottier tenements whether held by labourers from their employer or not. It is the form of tenure that would be most in accordance with prevailing practices.

2. One acre. It is desirable in many cases that this amount of land should be attached to labourers' or other cottier tenements, and is a great boon to the tenant. In case of eviction he might be allowed to claim compensation for any crop actually growing, but nothing else.

3. Eight pounds. This will allow say £5 for the value of the building and £3 for the land.

4. All lettings, whether as wages or when rent is to be paid, should

be in writing, and in a simple form, which should be kept by clerks of petty sessions, as also printed instructions to lessors and tenants. Petty sessions clerk should advertise that these forms can be had. No stamps should be required on such forms of letting, or on notices to quit.

5. All lettings should be in the required form from the passing of the Act.

6. Cases of eviction and all other questions relating to the Act should be within the jurisdiction of one justice at petty sessions—as is now the case with small tenements in towns under 14 & 15 Vic., c. 91. Justice should have power to appoint an arbitrator to value the crop of cottier tenant.

7. None. All immediate lessors should be on the same footing, so long as their own title continues. The farmer letting a labourers' cottage should be as unrestricted as possible in his dealing with the labourer. This is the more essential, owing to the present scarcity in the labour market, and will tend to encourage the better class of labourers. In every case facility for recovery of the tenement will be the greatest encouragement to the erection of dwellings for labourers or cottiers.

8. Cases of the removal of caretakers, &c., might be within the jurisdiction of one justice at petty sessions instead of two justices as now required by 23 & 24 Vic., c. 154. In other respects the provisions relating to caretakers to remain unaltered as also where labourers or servants occupy houses as part of their wages, from before passing of the Act.

9. I think not. All complications will tend to discourage the object in view, namely to promote the erection of labourers' houses in the rural districts.

10. The proof of title should be simplified and should be free of cost to the borrower for loans under £1,000. If possible a solicitor should be appointed in each county to ascertain and certify titles.

11. It is desirable that houses of even the simplest and least expensive construction should be admitted to the benefits of the Act.

Any rules to be laid down as to extent of accommodation should be as conditions under which loans would be granted, which should be as few as possible. In these cases two rooms might be required. Though slated houses are desirable on the grounds of economy, they should not in all cases be made requisite.

The addition of out-offices should be encouraged, but not made requisite.

W. DOWNES WEBBER.

Kellyville, Athy,
10th May, 1872.

REPLIES from SIMON LITTLE, Esq., agent to several Land Owners in county Wexford.

1. As caretaker or servant, but if let at a rent, then a monthly tenancy.

2. One rood statute.

3. If let at a rent I consider that 9d. per week or 3s. 3d. per month is as much as a labourer can afford to pay, and the cost of a cottage should not exceed £45, at which price one with a kitchen and three bedrooms can be built, and will pay nearly 4½ per cent. on the outlay at the above rent.

4. The terms and date of letting should be entered in a book kept for the purpose by the landlord, but need not be signed by the labourer.

5. See preceding answer.

6. The bench of magistrates at petty sessions.

7. Not to overcharge them in the rent, and to keep the cottages in proper repair.

8. Power to dispossess him by summons before magistrates at petty sessions.

9. Yes, if there was a fund for paying the inspectors.

10. I consider the present regulations for procuring loans for labourers' cottages quite satisfactory; but those for tenant farmers' houses require modification, and in either case there should be a power to borrow a less sum than the present minimum of £100; and in the case of labourers' cottages a longer period for repaying the principal of the loan.

11. It should have a kitchen without any room over it—two small bedrooms, opening out of kitchen on ground floor, and one bedroom over these two rooms, which can be built for £45. Cottages costing more are too expensive to pay reasonable interest on the outlay, and the above accommodation is sufficient for an ordinary family.

SIMON LITTLE.

11th May, 1872.

“Wexford, 11th May, 1872.

“DEAR CAPTAIN ROBINSON,—I was very sorry not to have had the pleasure of seeing you when you called on me here.

“I now return your list of queries, answered according to my experience.

“The great mistake is that so few men avail themselves of even the present arrangement for obtaining loans, and that of those who do, many overdo it by building too expensive cottages, which are not even suitable for an Irish labourer, as if there were no medium between a hovel and a villa.

“I believe this to be one great reason why so few cottages are built, that they usually cost a larger sum than any labourer can afford out of his wages to pay the interest on, and the improvement is not therefore self-supporting, although at the same time I believe no landlord or tenant ever got better returns for his outlay than even to give the labourers he requires their cottages rent free, as in the present day no labourer takes any interest in retaining his situation unless he gets a house with it, and if an employer gives this he can have his pick of the labourers.

“Believe me, yours very sincerely,

“SIMON LITTLE.”

REPLIES from JAMES STEWART, Sen., Esq., land agent.

1. Monthly.

2. Not to exceed one statute acre.

3. Six pounds in country districts; £8 in towns.

5. The letting should always be in writing.

6. Magistrates at petty sessions. Perhaps with power of appealing to Chairman of quarter sessions.

8. Existing laws sufficient.

9. Might be registered, and an annual certificate from local sanitary authorities be required to entitle to benefit of Act.

10. Loans might be as low as £50, repayable by 5 per cent. instalments. Two good rooms to be sufficient accommodation. Instalments to be chargeable on the land if tenant's interest does not last so long, in which case the landlord's consent to building to be obtained.

REPLIES from CHARLES HAMILTON, Esq., agent to the Duke of Leinster, county Kildare.

1. As long as he satisfies the farmer as to the work he does for him—not a day tenure.
2. Quarter of an acre.
3. Three pounds ten in counties, £5 in villages.
4. Suggested in Mr. Macreedy's book on Landlord and Tenant.
5. Keep the house in order.
6. There must be an inspector responsible to a head office in Dublin. No local inspector, such as relieving officer, &c., could be trusted.
7. None, except the keeping the premises in a good and sanitary state.
8. Present law sufficient.
9. Register in head office of inspector in Dublin.
10. For such small sums as one cottage to fifty acres, the fifty acres will be ample security for this loan, without any investigation of title, provided it was made a first charge.
11. *Vide* my plans,

*Drawings,
Nos. 22 to 24.*

CHAS. HAMILTON.

REPLIES from GEORGE WRAY, Esq., agent to the Marquess of Drogheda, county Kildare.

1. Weekly, otherwise the labourer might, after cropping his garden, leave the employment of the farmer at a season when higher wages would be obtained, as in spring and harvest; to prevent any hardship by eviction when a crop was in the garden, the farmer should be obliged to pay the outgoing labourer whatever two arbitrators considered the crop, in the state it was at the time, worth.
2. Half an acre, which would be as much as the labourer could get manure for, or have time to till after his ordinary labour was done.
3. One shilling and sixpence, if the land was of good quality.
4. A agrees to become the tenant of B for that cottage, &c., &c., situated in the townland of _____, at a yearly rent _____ B agrees to let said cottage to A at the above weekly rent, so long as A conducts himself in a satisfactory manner, B to keep the premises in repair. This agreement should bear an impressed sixpenny stamp.
6. Magistrates at Petty Sessions.
7. Before setting any cottage the tenant should satisfy the landlord or his agent as to the character of the labourer he wished to let the cottage to, and have written permission to do so.
8. The caretaker should sign an agreement to give up possession when called on.
9. The landlord should see that the cottages were kept in proper repair, &c., &c.
10. The Board of Works should be empowered to lend money for the erection of a less expensive description of cottage than heretofore,

11. The cottage for an ordinary farm labourer should have a kitchen and two bedrooms, with a small pantry built as a lean-to or shed from the kitchen to keep their food in. If the cottages are made larger lodgers will be taken in. There should be a privy and piggery behind each cottage, and the manure heap kept at least twenty yards from the dwelling house.

REPLIES from DENIS W. PACK BERESFORD, Esq., county Carlow.

1. If attached to farm, as part of the weekly wages; if not, as weekly tenants.
2. One rood should I think be a maximum.
3. With only a rood of land, agricultural wages will not admit of the labourer paying more than 1s. per week.
4. No cottage should be let except with a written agreement to vacate at a certain fixed time of notice, say one month, when the tenant is not employed by the landlord as a labourer in his employment.
5. If the rent is not part payment of wages (which might be procurable if the tenant was employed on the farm), a written agreement should be compulsory, and although the tenancy might be weekly a month's notice should be given.
6. The board of magistrates, if the *month's* notice has been proved to have been given, to order immediate possession.
7. No lodgers.
8. Immediate possession to be given on demand at a week's notice.
9. Very desirable.
10. As it is impossible to build a labourer's cottage of the best materials under £50, and as a cottage so built may be fairly calculated to last without repair beyond the time at which the loan is calculated to be repaid at 5 per cent, it would, I think, be a great boon to landlords if the time of repayment could be extended, at a proportionately lower rate of interest so as to allow a small margin of profit annually to the landlord, if simply to cover the rent of land which it is desirable to give to each cottage, at a charge of 1s. per week.
11. A kitchen, scullery, and two sleeping rooms at least, except in the case of a married couple without family or single man; a third if the family is large or members grown up. A privy and pigsty.

DENIS W. PACK BERESFORD, J.P.,

Fenagh, Bagnalstown.

GENERAL SPECIFICATION.

FOUNDATIONS.—The trenches to be excavated till a good sound foundation is obtained in all parts. The bottom of trenches to be drained when practicable by a field drain carried from the lowest part of the foundation to still lower ground; and the bottom of trenches to be formed so as to drain off moisture to such outlet.

Floor levels to be kept at least six inches over outer surface of ground.

Masonry, &c.—All stones to be set on their natural beds, and thorough bond stones to be used to every 10 feet superficial at least, and otherwise the stones to be well bonded and the walls not built up in two thicknesses. Discharging arches over all openings springing from outside of lintels. No course of masonry to exceed 14 inches high. The joints to be raked out, on completion, 1½-inch deep, and pointed with lime sand and large dust.

External walls, whether not otherwise specified or figured on drawings, to be 21 inches thick; where shown or figured as 9 inches thick, they are to be brick.

Rough hammer-dressed or rough punched stone quoins to walls of building.

FLUES.—To be 10 inches clear diameter, and formed with fire-clay flue linings, or with a wooden mould about two feet long for each flue, carried up with the work. All sharp angles to be avoided, and no timber placed within 9 inches of any flue. Flues to kitchen fire-places to be at least 12 inches diameter, or 14½ inches X 10 inches. Flues to finish on top with a fire-clay flue-lining standing 6 inches over top of chimney shaft, to answer as cap.

Door sills not less than 6 inches thick or 12 inches in width.

Door blocks 9 inches high, well bedded in wall where described.

ESTIMATE FOR CONTRACT

Quantities and Details.		
27 cubic yards excavation for foundation, &c.,	at	..
25 " rubble masonry in foundations,	at	..
111 " " in superstructure, including raking out and pointing joints,	at	..
24 " workmanship only in open,	at	..
22 " brickwork of all heights and thicknesses, &c.,	at	..
31 yards superficial cement concrete laid over foundation walls,	at	..
15 superficial yards brick and steel partitions above and below,	at	..
54 " Portland cement concrete floors, in kitchens, porches and lower rooms, with concrete skirting,	at	..
39½ feet lineal rebated and dressed window sills,	at	..
67 " punched and dressed angle quoins (vertical heights),	at	..
15 " door sills,	at	..
61 " forming faces,	at	..
94 " stock brick cave courses,	at	..
4 flue-linings to top of chimneys for open,	at	..
12 punched and dressed stone door blocks and setting,	at	..
11 squares dressings slating on sawn laths, 5½ inch lap and rendered,	at	..
44½ feet lineal fire-clay ridge tiles, set in mortar, and painted with cement,	at	..
52 " chafing on cement filletting,	at	..
7½ squares roofing, rafters 5½ x 3, collar 4½ x 1½, and wall plates 5 x 3,	at	..
2 wrought-iron tie bars, 2 x ½, with bolts, nuts, and washers,	at	..
4 3-19 squares flooring joists, 9 x 1½, framed into trusswork, and flooring 9 x 1, tongued and grooved,	at	..
24 wrought-iron corbels under trimmers of floors and fixing,	at	..
154 feet lineal skirting, nailed to floors, 2 x 2, axis off,	at	..
21 cubic feet inside lintels,	at	..
102½ superficial feet plain soffits to lower windows, and clamped shutters, with hinges, fastenings, &c.,	at	..
48 " 1½ window boards,	at	..
10 ledged doors, 1-in. rebated, with frames, hinges, thumb latches, locks, &c., on an average,	at	..
2 ledged front doors, 1-in. frames, hinges, and fan-lights,	at	..
10½ superficial 2-in. deal casement lights, hung and glazed, solid frames, 4½ x 3,	at	..
2 stairs 1½-in. treads, 1-in. risers, complete,	at	..
2 squares superficial 1-in. boarded partitions at top of stairs, planed, tongued, and grooved, with heads, sills, and studs at angles,	at	..
2 wrought-iron kitchen grates, with hearthstones, &c., &c.,	at	..
2 " " grates in bed-rooms, with hearthstones, &c.,	at	..
2 " " bars, 3 x ½, under arches of kitchen fireplaces, and fixing,	at	..
272 superficial yards dashed, floated, and coated wall plastering,	at	..
28½ yards ceiling of bedrooms,	at	..
Painting woodwork in 4 coats, plain colour,	at	..
Total,		..

STORE AND SCULLERY

		Rate.		Amount.	
		£	s. d.	£	s. d.
9 yards cube excavation for foundations, &c.,	at	0	0 4	0	3 0
8 " rubble masonry in foundations,	at	0	6 0	2	8 0
15 " rubble masonry in superstructure, &c.,	at	0	7 0	5	3 0
7 " workmanship only in open,	at	0	2 0	0	14 0
7½ " brickwork to open and partitions,	at	0	18 0	6	15 0
10 feet lineal window sills,	at	0	1 8	0	10 8
6 " " door sills,	at	0	1 3	0	7 5
25 " " angle quoins,	at	0	1 0	1	0 0
4 stone door blocks,	at	0	1 9	0	7 0
¾ squares banger slating, &c., rendered,	at	2	0 0	2	10 0
72 feet lineal cement filletting, &c., at top and gables,	at	0	0 4	1	4 0

No. 3 Plan.

BRICKS.—To be the best stock bricks. No place or unburnt bricks to be used or to be allowed on the premises.

The jambs of external openings of doors and windows to be built with bricks, in 9-inch and 14-inch blocks, properly tailed into masonry.

Window-sills to project three inches and four inches on each side longer than openings; throated underneath, weathered on top.

In bedding hearth-stones, in boarded recess, care to be taken to have two courses of dates bedded in mortar under stones, so as to prevent accidents from joints or broken stones. Those in kitchens to be bedded on benches of masonry or broken stones.

WOOD WORK.—All lintels, joists, trimmers, and external door and window frames to be of Memel or red pine, free from defects. The roofing and flooring and internal joiner's work to be of the best St. John's deals. Rafters, joists, and studs not to exceed 12 inches apart. Trimmer joist half-inch thicker than others.

Lintels to be three inches thick to three feet openings, and one inch thicker for every extra foot in length, and to have at least six inches on wall at each end; to be the width of walls except where external arches occur.

Shutters to be provided to all ground-floor windows unless otherwise described in plans; and where otherwise described in drawings, the kitchen shutters to be clamped or framed bed butt.

PAINTING.—None but the best white lead and best linseed oil to be used. All the work to be knotted. All wood and iron work to be painted four coats; the priming to be a light red colour, and no lead coloured priming to be used.

FOR DOUBLE COTTAGE.—No. 3 PLAN.

Drawing,
No. 22.

Rate.	Amount.	Prices in Dublin at Canal or Railway.	Observations.
£ s. d.	£ s. d.		
0 0 4	0 9 0		
0 0 0	7 10 0		
0 7 0	28 17 0		
0 2 0	2 8 0		
0 18 0	19 16 0		
0 1 0	1 11 0		
0 7 6	2 12 6		
0 2 0	5 8 0		{ If of fire-clay tiles, will be £10 12s. Carroll flags about the same.
0 1 8	3 5 7		
0 1 0	3 7 0		
0 1 3	0 18 9		
0 0 4	1 0 4		
0 0 3	1 3 6		
0 1 0	0 4 0		
0 1 9	1 1 0		
2 0 0	22 0 0		
0 0 4	0 15 9	£12 9s. 6d. slates; £1 4s. 6d. laths; 8s. 9d. ridge tiles.	
0 0 4	0 17 4		
1 2 8	8 10 0	£4 17s. 7d.	
0 0 0	0 12 0	£7 1s. 9d., including planing of floors, both sides.	
2 12 0	11 3 7		
0 1 0	1 4 0		
—	0 12 6	9s., planed.	
0 1 9	1 10 9	£1 11s. 6d.	
0 0 6	2 11 3	£1 14s. 3d.	
0 0 0	1 4 0	16s.	
1 0 0	10 0 0		
1 10 0	3 0 0		
0 1 8	8 13 4	£7 6s. 6d.	
3 5 0	6 10 0	£3 16s., with stairs made & sheeting prepared	
1 8 6	2 11 0	£2 3s:	
1 10 0	3 0 0		
0 12 6	1 8 0		
0 5 0	0 10 0		
0 0 7	7 13 0		
0 1 0	2 18 8		
—	2 15 0		
—	191 0 0		

If angle slates are used, add £1 17s. 6d.
If cast-iron gutters and down pipes,
add £1 12s. 6d.

AT HERE (if required).

	Rate.	Amount.
	£ s. d.	£ s. d.
24 squares roofing complete,	at 1 2 8	2 11 0
15 yards cement concrete floor,	at 0 2 0	2 10 0
20 feet supl. window frames, glazed sashes, &c.,	at 0 1 8	1 13 4
9½ " 1½-inch window boards,	at 0 0 8	0 6 4
No. 4 rebated ledged doors, 1 inch, with frames, &c., as specified,	at 1 0 0	4 0 0
75 yards supl. dashed, fluted and coated wall plastering,	at 0 0 7	3 3 9½
Painting doors and windows, 4 coats, plain colour,	—	1 6 0
Total,	—	39 3 7

* If angle slates are used, add 12s. 6d.

SPECIFICATION GENERALLY

FOUNDATIONS.—The trenches to be excavated till a good sound foundation is obtained in all parts. The bottom of trenches to be drained when practicable by a field drain carried from the lowest part of the foundation to still lower ground; and the bottom of trenches to be formed so as to drain off moisture to such outlet.

Floor levels to be kept at least six inches over outer surface of ground.

MASONRY, &c.—All stones to be set on their natural beds, and thorough bond stones to be used to every 10 feet superficial at least, and otherwise the stones to be well bonded and the walls not built up in two thicknesses. Discharging arches over all openings springing from outside of lintels. No course of masonry to exceed 14 inches high. The joints to be raked out, on completion, $1\frac{1}{2}$ -inch deep, and pointed with lime sand and forge dust.

External walls, whether not otherwise specified or figured on drawings, to be 21 inches thick; where shown or figured as 9 inches thick, they are to be brick.

Rough hammer-dressed or rough punched stone quoins to walls of building.

FLUES.—To be 10 inches clear diameter, and formed with fire clay flue linings, or with a wooden mould about two feet long for each flue, carried up with the work. All sharp angles to be avoided, and no timber placed within 9 inches of any flue. Flues to kitchen fire-place to be at least 12 inches diameter, or $12\frac{1}{2}$ inches \times 10 inches. Flues to finish on top with a fire-clay flue-lining standing 6 inches over top of chimney shaft, to answer as cap.

Door sills not less than 6 inches thick or 12 inches in width.

Door blocks 9 inches high, well bedded in wall where described.

ESTIMATE FOR CONTRACT FOR

Quantities and Details.	
19 yards cube excavation for foundation, &c.	at
18 " rubble masonry in foundations,	at
51 " " " in superstructure, including raking out and pointing joints,	at
8 " workmanship only in opera,	at
11½ " brickwork, &c., of all heights and thicknesses,	at
26 yards superficial cement concrete laid over foundation walls,	at
25 " Portland cement concrete floors, in kitchen, porch, and dairy, with concrete skirting,	at
12 feet lineal rebated and throated window sills,	at
40 " punched and drafted angle quoins (vertical heights),	at
10 " door sills,	at
80 " forming flues,	at
52 " stock brick curve courses,	at
2 flue linings to top of chimneys for caps,	at
4 punched and drafted stone door blocks,	at
7½ squares counters slating on sawn laths, 8½-inch lap, and rendered,	at
25 feet lineal fire-clay ridge tiles, set in mortar, and pointed in cement,	at
18 " slating on cement filling,	at
5 8-10 squares roofing, rafters 4½ \times 2, collars 4½ \times 1½, purlins, 4½ \times 3, and wall plates 5 \times 3,	at
2 wrought-iron tie bars, 2 \times ½, with bolts, nuts, and washers, at each end,	at
1 square 4½ \times 2 joists, plates 4 \times 2½, &c., 1 inch flooring, in bedrooms,	at
1 1-5 " 7 \times 2 " framed into trimmers, and 1-inch flooring over do.,	at
6 wrought-iron corbels under trimmers of floor,	at
9 feet cube inside lintels,	at
5 ledged doors, 1-in. rebated, with frames, hinges, latches, locks, &c.,	at
55 feet superficial 2-in. deal casement lights, hung and glazed, solid frames, 4½ \times by 8,	at
36 " 1-in. plain shutters to 4 windows, clamped at ends, with hinges, fastenings, &c.,	at
14 feet superficial plain soffits to ditto,	at
24 " 1½-in. window boards,	at
1 step-ladder from kitchen to upper room,	at
1 wrought-iron kitchen grate, set in stone sides, with hearthstone, &c.,	at
1 " bar, 3 \times ½, under arch of fireplace,	at
1 " grate in bedroom, with hearthstone, &c.,	at
128 yards superficial dashed, floated, and coated wall plastering,	at
25 " lath and plaster between joists of lower rooms, and to ceiling over upper room,	at
Painting woodwork in 4 coats, plain colour,	at
Total,	at

APPLICABLE.

BRICKS.—To be the best stock bricks. No place or unburst bricks to be used or to be allowed on the premises.

The jambs of external openings of doors and windows to be built with bricks, in 9-inch and 14-inch blocks, properly tailed into masonry.

Window sills to project three inches and four inches on each side longer than openings; throated underneath, weathered on top.

In bedding hearth-stones, in boarded rooms, care to be taken to have two courses of slates bedded in mortar under stones, so as to prevent accidents from joints or broken stones. Those in kitchens to be bedded on benches of masonry or broken stones.

WOOD WORK.—All laths, joists, trimmers, and external door and window frames to be of mixed or red pine, free from defects. The roofing and flooring and internal joiner's work to be of best St. John's deals. Rafters, joists, and studs not to exceed 12 inches apart. Trimmer joist half-inch thicker than others.

Laths to be three inches thick to three feet openings, and one inch thicker for every extra foot in length, and to have at least six inches on wall at each end; to be the width of walls except where external arches occur.

Shutters to be provided to all ground-floor windows unless otherwise described in plans; and where not otherwise described in drawings, the kitchen shutters to be clamped or framed head and butt.

PAINTING.—None but the best white lead and best linseed oil to be used. All the work to be knotted. All wood and iron work to be painted four coats; the priming to be a light red colour, and no lead coloured priming to be used.

LABOURER'S COTTAGE.—No. 4 PLAN.

Drawing,
No. 21.

Rate.			Amount.			Prices in Dublin at Canal or Railway.	Observations.
£	s.	d.	£	s.	d.		
0	0	4	0	6	4		
0	6	0	5	8	0		
0	7	0	17	17	0		
0	2	0	0	16	0		
0	18	0	10	4	0		
0	1	0	1	6	0		
0	2	0	2	10	0		
0	1	8	1	13	4		
0	1	0	2	0	0		
0	1	3	0	12	6		
0	0	4	0	10	0		
0	0	3	0	13	0		
0	1	0	0	2	0		
0	1	0	0	7	0		
1	17	0	13	17	0		
0	0	4½	0	8	10	Slates, £8 10s. 7d.; laths, 11s.	
0	0	4	0	4	4	Tiles, 5s.	
1	2	8	6	0	1		
0	5	0	0	10	0	Timber for roof, £3 13s. 8d.	
2	0	0	2	6	0	£2 0s. 2d.	
2	12	0	3	2	5	£2 11s. 8d.	
0	1	0	0	6	0		
0	1	0	0	15	9		
1	0	0	5	0	0	5 doors and 5 frames, £2 18s. 4d.	
0	1	8	5	11	8	Sashes and frames glazed, £4 19s. 8d.	
0	0	6	1	10	0		
0	0	6	0	7	0		
0	0	6	0	12	0	Shutters, soffits and window boards,	
—	—	—	0	12	6	£2 3s. 10d.	
—	—	—	1	0	0		
—	—	—	0	5	0		
—	—	—	0	12	6		
0	0	7	3	14	8		4-inch half-round cast
0	1	0	1	5	0		iron eave spouts, with
—	—	—	2	0	0		the necessary angles,
—	—	—					&c., 1s. 2d. per yard.
—	—	—					2½-inch down spouts,
—	—	—					with the necessary bop-
—	—	—					per heads or nozzles,
—	—	—					tee-pieces, &c., 1s. 9d.
—	—	—					per yard.
			94	6	5		

SPECIFICATION GENERALLY

FOUNDATIONS.—The trenches to be excavated till a good sound foundation is obtained in all parts. The bottom of trenches to be drained when practicable by a field drain carried from the lowest part of the foundation to still lower ground; and the bottom of trenches to be formed so as to drain off moisture to such outlet.

Floor levels to be kept at least six inches over outer surface of ground.

MASONRY, &c.—All stones to be set on their natural beds, and thorough bond stones to be used to every 10 feet superficial at least, and otherwise the stones to be well bonded and the walls not built up in two thicknesses. Discharging arches over all openings springing from outside of lintels. No course of masonry to exceed 14 inches high. The joints to be raked out, on completion, $1\frac{1}{2}$ -inch deep, and pointed with lime sand and forge dust.

External walls, whether not otherwise specified or figured on drawings, to be 21 inches thick; where shown or figured as 9 inches thick, they are to be brick.

Rough hammer-dressed or rough punched stone quoins to walls of building.

FLUES.—To be 10 inches clear diameter, and formed with fire-clay flue linings, or with a wooden mould about two feet long for each flue, carried up with the work. All sharp angles to be avoided, and no timber placed within 9 inches of any flue. Flues to kitchen fire-place to be at least 12 inches diameter, or $14\frac{1}{2}$ inches \times 10 inches. Flues to finish on top with a fire-clay flue lining standing 6 inches over top of chimney shaft to answer as cap.

Door sills not less than 6 inches thick or 15 inches in width.

Door blocks 9 inches high, well bedded in wall where described.

ESTIMATE FOR CONTRACT FOR

Quantities and Details.

17 yards cube excavation for foundation, &c.,	at
16 " rubble masonry in foundations,	at
45 $\frac{1}{2}$ " " in superstructure, including raking out and pointing joints,	at
4 " workmanship only in opens,	at
9 " brickwork of all heights and thicknesses,	at
22 yards superficial cement concrete laid over foundation walls,	at
37 " Portland cement concrete floors in kitchen and rooms,	at
12 $\frac{1}{2}$ feet lintel rebated and throated window sills,	at
32 " punched and drafted angle quoins (vertical heights),	at
8 " door sills,	at
27 " forming flues,	at
64 " stock brick cave courses,	at
2 flue linings to top of chimneys for caps,	at
2 punched and drafted stone door blocks,	at
7 $\frac{1}{2}$ square countess slating on sawn laths, $3\frac{1}{2}$ -inch lap, and rendered,	at
31 feet lintel fire-clay ridge tiles, set in mortar and pointed in cement,	at
11 " slating on cement filleting,	at
4 2-5 squares roofing, rafters $4\frac{1}{2} \times 2$, collars $4\frac{1}{2} \times 1\frac{1}{2}$, and wall plates 5×3 ,	at
4 wrought-iron tie bars, $2 \times \frac{1}{2}$ with bolts, nuts, and washers at each end,	at
7 feet cube inside lintels,	at
3 ledged doors, 1-in. rebated, with frames, hinges, latches, locks, &c.,	at
25 feet superficial 2-in. deal casement lights, hung and glazed, solid frames, $4\frac{1}{2} \times 3$,	at
25 " 1-in. plain shutters, clamped at ends, with hinges, fastenings, locks, &c.,	at
13 feet superficial plain soffits to windows,	at
14 " 1 $\frac{1}{2}$ -in. window boards,	at
1 wrought-iron kitchen grate, set in stone sides, with hearthstone, &c.,	at
1 " bar, $3 \times \frac{1}{2}$, under arch of fireplace,	at
1 " grate in bedroom, with hearthstone, &c.,	at
113 yards superficial dashed, floated, and costed wall plastering,	at
Painting woodwork in 4 coats, plain colour,	at
Total,	

APPLICABLE.

BRICKS.—To be the best stock bricks. No place or unburnt bricks to be used or to be allowed on the premises.

The jambs of external openings of doors and windows to be built with bricks, in 9-inch and 14-inch blocks, properly tailed into masonry.

Window sills to project three inches and four inches on each side longer than openings; throated underneath, weathered on top.

In bedding hearth-stones, in boarded rooms, care to be taken to have two courses of slates bedded in mortar under stones, so as to prevent accidents from joists or broken stones. These in kitchens to be bedded on benches of masonry or broken stones.

WOOD WORK.—All lintels, joists, trimmers, and external door and window frames to be of Memel or red pine, free from defects. The roofing and flooring and internal joiner's work to be of the best St. John's deals. Rafters, joists and studs not to exceed 12 inches apart. Trimmer joist half-inch thicker than others.

Lintels to be three inches thick to three feet openings, and one inch thicker for every extra foot in length, and to have at least six inches on wall at each end; to be the width of walls except where external arches occur.

Shutters to be provided to all ground-floor windows unless otherwise described in plans; and where not otherwise described in drawings, the kitchen shutters to be clamped or framed bead and butt.

PAINTING.—None but the best white lead and best linseed oil to be used. All the work to be knotted. All wood and iron work to be painted four coats: the priming to be a light red colour, and no lead coloured priming to be used.

LABOURER'S COTTAGE—No. 3.

Drawing,
No. 24.

Rate.	Amount.	Prices in Dublin at Canal or Railway.	Observations.
£ s. d.	£ s. d.		
0 0 4	0 5 8		
0 6 0	4 16 0		
0 7 0	15 18 6		
0 2 0	0 8 0		
0 18 0	8 2 0		
0 1 0	1 2 0		
0 2 0	3 14 0		
0 1 8	1 1 1		
0 1 0	1 12 0		
0 1 8	0 10 0		
0 0 4	0 9 0		
0 0 3	0 16 0		
0 1 0	0 2 0		
0 1 9	0 3 6		
1 17 0	13 8 3	Slates, £8 4s. 11d.; laths, 10s. 7d.	
0 0 4½	0 11 0	6s. 1d.	
0 0 4	0 8 8		
1 2 8	4 19 9	Timber for roof, £3 16s. 7d.	
0 4 6	0 18 0		
0 1 9	0 12 3		
1 0 0	3 0 0	3 doors and 3 frames, £1.15s. 8d.	
0 1 8	2 16 8	Sashes and frames glazed, £2 8s.	
0 0 6	0 12 6		
0 0 6	0 6 6	Shutters, soffits, and window boards,	
0 0 6	0 7 0	£1 3s.	
—	1 0 0		
—	0 5 0		
—	0 12 6		
0 0 7	3 8 11		
—	1 0 0		
	72 18 9		
			4 inch half-round cast-iron cove spouts, with the necessary angles, &c., 1s. 2d. per yard.
			2½ inch down spouts, with the necessary hopper heads or nozzles, teepieces, &c., 1s. 9d. per yard.

The following are the DETAILED QUANTITIES and ESTIMATE of the foregoing DOUBLE COTTAGE.—No. 3 PLAN.

Quantities and Details.		Rate.	Amount.
18 yards of excavating for foundations,	at	£ s. d. 0 0 4	£ s. d. 0 6 0
88 perches of masonry in walls,	at	0 6 0	26 8 0
51 perches brickwork in chimneys and party walls,	at	0 8 0	20 8 0
No. 2 cut stone door sills,	at	0 3 0	0 6 0
33 feet of 12 × 4 window stools,	at	0 0 9	1 4 9
6 feet of hearthstones in bedrooms,	at	0 0 6	0 3 0
No. 2 firebrick hearths in kitchens,	at	0 5 0	0 10 0
54 yards of cement concrete flooring,	at	0 1 0	2 14 0
10·65 feet of countess slates (including slates, nails, laths, and labour),	at	1 8 0	14 8 2
33 feet of ridge tile (set complete),	at	0 0 4	0 11 0
21—11 6 } × 7 × 1½ floor joists,	at	—	1 15 0
19—7 6 } 12—4 6 }			
8—14 0 × 4½ × 1½ tassels,	at	—	0 6 0
12—15 0 } 8—13 6 }			
8—12 6 } × 9 × ¾ floor boards, planed and jointed,	at	—	2 7 0
9—12 0 } 10—11 6 }			
Carriage of timber, nails, and carpenter laying floors,	at	1 0 0	1 0 0
72—14 6 × 4½ × 1½ rafters,	} Roofing timber,	—	3 16 6
28—10 0 × 4½ × 1 collar ties,			
7—12 0 × 4½ × 2 wall plates,			
3—12 0 × 7 × 1 ridge board,			
Carriage of timber, nails, and carpenter roofing,	at	1 0 0	1 0 0
3—16 0 × 11 × 1½ } 2—18 0 × 11 × 1 }	} Timber for stairs, shelving, win- dow boards, &c.,	at	1 7 0
6—10 6 × 9 × 1 }			
2—7 6 × 9 × 1 }			
5—14 0 × 9 × 1 }			
1—16 0 × 9 × 1 }			
6—12 0 × 9 × 1 }			
Carriage of timber, nails, and carpenter at stairs, shelving, &c., &c.,	at	3 0 0	3 0 0
No. 2 outside doors and frames—doors 6 6 × 3 0, 1-inch ledged; frames 4½ × 8, T hinges, latch, and stock lock complete,	at	0 15 6	1 11 0
12 inside doors and frames—doors 6 4 × 2 4, ½-inch ledged; frames 4½ × 1½, T hinges, and latch complete,	at	0 10 6	6 5 0
21 feet small press fronts in kitchens, as shown on section,	at	0 0 6	0 10 6
No. 2 double window frames for metal cashes,	at	0 4 6	0 9 0
9 single do.,	at	0 2 6	1 2 0
13 metal cashes, glazed,	at	0 5 0	3 5 0
1 metal skylight,	at	0 7 6	0 7 6
3 small bedroom grates,	at	0 5 0	0 15 0
246 yards of 1 coat plastering on walls—neatly floated and twice limewashed,	at	0 0 0	6 3 0
117 yards of 1 coat plastering on ceilings—neatly floated and twice limewashed,	at	0 1 0	5 17 0
Painting all woodwork usually done,	at	—	3 0 0
OFFICES.			
9 yards excavating for walls and cesspools,	at	0 0 4	0 8 0
46 perches masonry on do. do.,	at	0 5 6	11 0 0
2½ perches single brick in privies,	at	0 4 0	0 10 0
2 square countess slating, complete,	at	1 8 0	2 16 0
4—11 0 × 4½ × 1½ } Roofing timber,	at	—	0 10 0
24—8 0 × 3 × 1½ }			
2—10 0 × 9 × 1 } for privy seats,	at	—	0 1 6

DETAILED QUANTITIES—continued.

Quantities and Details.	Rate.	Amount.
	£ s. d.	£ s. d.
Carriage, nails, and carpenter at roof and privy seats, .	—	0 6 0
No. 2 privy doors and frames 5 6 × 2 4, $\frac{1}{2}$ -inch ledged, .	0 9 0	0 18 0
" 2 small gates for pig yards, at	0 5 0	0 10 0
" 2 flag covers for cesspools, at	0 2 6	0 5 0
20 yards paving in piggeries, &c., at	0 0 6	0 10 0
Total,	—	128 15 11

N.B.—It may be added that this design contains in the Dwellings 11,982 cubic feet, and in the Offices 1,580, making a total of 13,562 cubic feet, which, at 2½d per cubic foot, will be £127 2s. 10d.; and that a competent builder has sent in a letter to the Secretary of the Royal Agricultural Society stating that he is prepared to build cottages in certain districts at the estimated cost.

From the Honorable CHARLES TRENCH.

PLANS OF COTTAGES FOR AGRICULTURAL LABOURERS IN IRELAND—1868.

The prize so liberally offered by His Excellency the Marquess of Abercorn, through the Royal Agricultural Society of Ireland, for the best design of a labourer's cottage not having been awarded, but being still open to competition, no design can be issued by the society for some months.

The following plans of cottages, with some explanatory remarks, have been printed in the hope that they may be of use to landowners who purpose building labourers' houses this year.

The haste with which the drawings have been prepared will account for some little errors in them.

C. J. TRENCH.

Drawings.
Nos. 25 to 32

Merrion-square, June 1, 1868.

Before referring in detail to the designs in the following plates, it may be useful to make some general remarks applicable to them, and to cottage building in Ireland.

As regards the foundations, which should be sunk at the least one foot and a half below the surface of the ground, no offset is shown at either side. It is considered better not to have any projection from the walls, as such on the outside has the effect of carrying wet into the foundation and lower floors of the house. The walls should be well built with mortar from the bottom, and if damp is apprehended, coarse slates set in cement at the ground level will prevent it from ascending.

Before the floors of the cottages (which should be four inches at the least above the level of the land) are laid, all the clay and subsoil, to the depth of the foundation, should be removed and replaced by clean broken stones. The kitchen floor may be made like a barn floor, or be laid with common twelve-inch brown tiles. Hard-burned glazed tiles are most suitable for the dairy, as these will not absorb milk that may fall upon them. For the lower bed-rooms, nine-inch cream-coloured tiles, set diagonally, are recommended. They look well, are easily kept clean, and yet show when they are neglected. Boarded floors on the

ground, unless very well made, with dwarf walls underneath, are often damp, and a labourer will not consider a tiled floor cold provided it is dry.

The window sashes shown in the designs are of cast-iron, with small panes, 5 x 6. Panes of this size, even when of good glass (21 oz.), cost only about a halfpenny each, and of this thickness are seldom broken. The entire sash may be made to open on pivots at the sides, or the upper part only may open in that way. In framing the sash, the rebates should be run in the solid, which will make the window more staunch than by putting on slips.

Joists are not used in these cottages. The floors are made of one and a half inch boards, and when laying them, strong hoop iron is inserted in a groove at each side, so as to prevent any dust falling through when the timber shrinks. Lest the iron should contract rust, some persons prefer a tongue of wood between the boards, which are planed at both sides, and the under part coloured with oak stain. They rest on small beams 5 inches by 6, supported by metal corbels or plates built into the walls, which cost only about one shilling each,* and floors formed in this way will last much longer than those supported on joists, no part of the wood-work being injured by being let into the walls.

A small store-room or dairy should be provided in a cottage. The want of it often induces habits of improvidence in the household, and causes the living to be, as it is termed, from hand to mouth; milk cannot be kept sweet in the kitchen, and without some lock-up place the cottager's wife will not venture to lay in any stock of meal or flour.

A back door to a cottage in a street may be needed; but in country places it may be well dispensed with. A second door renders the house cold and uncomfortable, unless there is a porch which adds to the expense, and the space near the back door, if out of sight, will probably not be kept clean.

English ladies will remark that there are no back kitchens or wash-houses in these designs; but those who know the habits of Irish labourers, even in the best districts, are aware that these rooms will seldom be required. There is no brewing in their houses, the baking is done in a metal oven at the kitchen fire-place, and clothes washing, if not carried on upon a large stone at the nearest stream, is managed at a tub upon a chair or form in a corner of the kitchen. The labourer's wife will, if given a finished house, soon learn to keep it neat and clean, without having a back kitchen or scullery; but she should have a good dresser, with doors to the under part, in which the metal pots and wooden vessels not in use may be kept.

When it is remembered that many thousand cottages must be built in Ireland before farm labourers are housed in a proper manner, it will be prudent not at first to incur too much expense in building their houses; but provision may be made for the addition at a future time of a wash-house, by leaving a place for a door-way in the back wall, and afterwards this room may be added with a shed roof.

In this country it is advisable to protect the roof of a cottage by barge courses. The slating should project two or three inches over the gable, for the purpose of keeping that wall dry, and the barge course is then set upon the slates in order to retain them in their places during stormy weather; the barge course is supported at the bottom by an iron bar, the other end of which is fastened in the masonry. Barge courses

* These corbels and the metal window sashes, already mentioned, may be seen at Sheridan's Foundry, Church-street.

and also eave courses may be made with bricks or of thin flags, either of which are less expensive than cut stone.

Slated cottages are said not generally to meet the approval of those for whom they have been built: this should not cause surprise. These cottages are seldom ceiled, and labourers' families, with nothing but a few slates between them and the sky, may well long for their old thatched cabins, which, if they did often require repair, and did sometimes let in rain, were yet tolerably warm in winter and cool in summer.

A cottage roof should be finished inside, laths being nailed from rafter to rafter and across the collar braces, and then neatly ceiled with good mortar. When this is done there will be few complaints, and no unwillingness to sleep on the upper floors, which, without the aid of sanitary reports, the labourer will soon find are more healthy than rooms upon the ground floor.

The plans are all drawn upon the same scale, one inch to eight feet, a tradesman's rule being graduated to eighths of an inch.

In conclusion, it may be added that the designs in the following plates are not merely experimental. The double cottages in Plates 5 and 6 have both been built; and also a single cottage nearly similar to the one in Plates 3 and 4; while several houses the same in their internal arrangements as that in Plates 1 and 2 have been erected; but most of these being intended for small farmers, are thirty feet long, instead of twenty-six, as in the plan.

PLATES 1 and 2.

The single cottage shown in these plates is as small as can well be built in order to combine sufficient accommodation for a family with comfort and decency. *Drawings,
Nos. 25 & 26*

The kitchen contains an area of about 148 feet, the part near the fire-place being open to the ceiling at the collar braces. The fuel used in a cottage is sometimes not dry, and the kitchen chimney may not always draw well; it is consequently an advantage that some of the surplus smoke may escape at the window in the eastern gable.

The sleeping place upon the loft in the kitchen is intended for the young men of the family. It partakes of the warmth of the kitchen, and the step-ladder to it is fastened so as to turn against the wall during the day time, and is thus out of the way and cannot slip.

The bed-room on the ground floor has a fire-place with a locker under the stair, and the dairy or store is at the back, to the north.

A good stair leads to the upper bed-room: it should have a ventilator of perforated zinc in the ceiling, and in cold weather may be heated by withdrawing the sliding board over the door at the stair, and allowing the heated air of the kitchen to ascend into it.

The ventilation of this cottage is good; above, by the gable windows and sliding board, and below by the windows of the lower bed-room and dairy. Objection will probably be taken to the want of a porch at the outside door, and to the situation of the store.

However, if the cottage is built with a good aspect, say south-east by south, or a few points more to the east, the wind will seldom blow in at the door, which may be also protected by the enclosing fence of a small flower garden in front of the house.

As to the store, its situation will be approved of by most cottage wives, for they do not wish the wandering mendicant or other visitors to see too much of their supplies.

This cottage contains about 6,630 cubic feet, and by great economy

in its erection (not using red pine timber, or having any cut stone except for window-stools) may be built by a proprietor under his land steward or bailiff for £60. If considered too small, a foot or two may be added at either end; each foot of increased length will cost from £2 to £3 additional.

The plan of the office requires little remark. There is not any door to the piggery, as it is not intended that the pig should wander about. The metal trough is built into the wall, and there is a flap of sheet iron hung so as to rest against the inner part of the front. When food is being put into the trough, this flap is pressed against the opposite side, and the trough can thus be cleaned without any interference from the grunting gentleman inside.

PLATES 3 and 4.

*Drawings,
No. 27.*

This single cottage is free from the objections suggested as to the smaller one.

There is in this plan an inside porch at the door, and the dairy, which is sufficiently large and well ventilated, is entered from the kitchen. Though this house has only the same accommodation as the preceding, it will cost considerably more. The cubic contents are about 8,160 feet, and its expense will be from £72 to £80. If the rooms are considered too low, the walls may be raised one foot higher; this will make the lower rooms eight feet high and the upper nearly seven feet; the windows should in that case be set six inches higher, and the light over the door will then be two panes high. Should a wash-house be desired, it may easily be added in a lean-to at the rear, and a back door made there.

PLATES 5, 6, 7, 8, and 9.

*Drawings,
Nos. 28 to 32*

These may be considered together, as they are modifications of the same design. Two cottages built in one block, called a double cottage, are common in England. They are proportionally not so expensive as single cottages, and in isolated positions the inmates can be of use to each other in case of sickness or other need.

A well furnished estate should have cottages of three sizes, about one-third of the entire number having three bedrooms each, another third two bedrooms, and the remainder only one bedroom.

Labourers dislike being moved from house to house as their families increase or diminish; and these cottages are, therefore, constructed so as to afford the varying accommodation requisite. By transferring the lower bedroom to one or other of the families the block may be made to contain either two houses, with two bedrooms each, or one house with three bedrooms, and another with one bedroom.

Two of the designs show a common entrance; one by a porch, the other by a door opening in halves to each side. It will possibly be alleged that the families in these houses must quarrel; and yet from six to twelve families often inhabit one house in a town, and enter by the same door and even use the same stairs, without fighting. For those who consider a common entrance objectionable two other designs are given (Plates 7 and 8); in one the doors to the front are as distant from each other as possible; and a wall may divide even the flower ground. The external porches (which will not be required if the building has a good aspect and there are no back doors) will improve the elevation and add to the warmth of the house, though they will increase the expense.

In the remaining design, No. 7, the entrance doors are at the rear.

The doors inside either form porches or shut up the stairs. These doors work on gudgeons and can be put back against the partitions of the stairs. Shrubs may be planted at the front, which can be kept neatly dressed; but the entrance at the back may by some be considered a fault.

In order to show that nothing unsightly will appear to a visitor when entering these houses, an elevation with ground plan of the out-offices for such a double cottage is given in Plate 3; and should the cottager not be able to keep a cow, the cow-house may be used as a wash-house.

If it is feared that the occupiers of the upper middle bedroom will annoy the family underneath, the lower room may be coiled or may be arched over. This arching can be easily done, and at small expense, by using damaged metal rails as girders, and arching across from them with a single brick.

Each of these cottage blocks contains, without external porches, about 12,000 cubic feet, and under favourable circumstances may, with strict economy in the construction, be built for about £120.

NO. 2.—REPORT FROM MR. W. HAMILTON.

(District comprised in the Counties of Carlow, Kilkenny, Limerick, Queen's County, Tipperary, Waterford, and Wexford.)

Fiddown, 27th May, 1872.

GENTLEMEN,—I have the honour to acknowledge the receipt of your letter of the 9th instant containing queries with respect to the subject of promoting the construction of an improved description of labourers' dwellings in this country; and, in pursuance of your instructions, I now beg to submit to you my report upon this subject as regards the district under my charge as Poor Law Inspector. This district comprises portions of the Counties of Waterford, Carlow, Kilkenny, Limerick, Queen's, Tipperary, and Wexford.

The replies and observations on the different points adverted to in your letter are the results not only of my own personal knowledge but of inquiries which I have made with a view to ascertain the opinions of others.

I have been in communication with landlords, agents, tenants, labourers, county surveyors, &c., and I have endeavoured to ascertain the legal, medical, and clerical, &c., views on the subject; and notwithstanding that I have, as on former occasions, received ready and willing assistance, and some of my correspondents and informants have taken great pains to throw light on different points, I regret very much that neither from my own experience, nor with their help, do I feel that I can do justice to what I regard as a matter of immense and vital importance.

Query 1.—What would be the most convenient and suitable tenure for labourers' dwellings?

I think the tenure should be in accordance with the hiring, and that where dwellings are built for more general convenience than that of the proprietor the tenancy should be terminable, by written notice, on or before each 29th September, with possession on the 1st November; that wherever an engagement is for twelve

months there should be a power of terminating the service and tenancy for breach of contract, or gross misconduct, under the authority of the Petty Sessions Court.

The chief points requiring to be kept in view in determining on any general rule for this purpose are that the employers and the employed should not have facility for departing from or neglecting to perform the terms of their contracts; that any legislative interference should tend to encourage good rather than bad and illiberal feelings, avoiding, as far as possible, any step which would tend to make the labourers either too independent or too dependent; as little legislative interference as possible; and as wide a discretion to the local courts, where the characters of employers and employed are known, and the intricate questions which arise can be best dealt with on their merits, with as little hardship and injustice to either party as possible. I have fixed the 29th September for the period of notice, and possession on the 1st November, so as to avoid questions and litigation as to compensation for growing crops, or for any benefit from the manuring of the land, and admit of its timely preparation on the part of the incoming tenant.

Knowing, as I do, the strong ties which attach the Irish labourer to his own locality (while in Ireland), and thinking that the man who sows ought, as a general rule, to reap, I believe, nevertheless, that if any longer tenure than I have recommended were to be made a condition, it would altogether defeat the objects in view. Employers and employed have to deal with every class of character; there are as many virtues and faults on one side as on the other. Of late years, more especially, community of interest between employers and employed has been diminishing; and though there are to be found here and there bright examples where labourers and their families are well housed and looked after by their employers, in prosperity as well as in adversity, and no legislation could do what is already done by some, still in advising any general rule I would say each class ought to be placed as little as possible in the powers of the other for inflicting injustice; hence I have arrived at the conclusion that out-door service should be as easily determinable as indoor, and that the local Petty Sessions Court may be safely trusted not to inflict wilfully injustice or hardship on either party.

Query 2.—What quantity of land might be attached to, or let with, the cottage?

Not less than 20 perches, and not exceeding 100 perches statute. Less than 20 statute perches would not suffice for sanitary purposes; and for the purpose of early training for the labourer's children, from 40 to eighty perches is the extent to which most of those I have consulted have advised. I will state my reasons for fixing on somewhat more extreme limits.

There is considerable difference in the quality of land, as well as in the size, ages, and circumstances of families.

20 perches would, I think, as I have said, suffice for sanitary and training purposes, and it would in some cases suffice for the

consumption of offal and waste, and the disposal of manure. I can understand that surrounding circumstances might make it advisable to increase this minimum according to the ability and requirements of each case, the great desideratum being the quantity that would give the labourer and his family fair occupation, without interfering with his or their duties towards their employer. There should not be a larger quantity than the available labour of the family is able for at spare hours, and at spare seasons; and there should not be too much dependence on this garden. If carefully cultivated it ought to tend materially to the comfort and support of the family, and the healthy industrial training of the children.

I have fixed 100 perches as the maximum; because, where there is thrift and improvements, I think a labourer should have every facility for making manure. Straw for bedding, as well as litter for his pigs, is often difficult to obtain. 100 perches would give them those requirements; and by intelligent and judicious rotation, he would not require either horse or hired labour. I think such tenants should be permitted to grow what they please.

There would, no doubt, be increased difficulty in summary ejectments; but the class of them I have before me, in making this suggestion, are too valuable to disturb.

Query 3.—What should be the maximum amount of rent for house and land which should properly be within the statute?

Five pounds (£5) appears to have been the maximum amount of rent for house and land under the most recent statute, and I see no objection to that amount being retained, supposing a cottage, suitable in all respects, to cost £70 (which would be somewhat about the cost now of a cottage of the same kind in 1861); and I am not one of those who believe in cheap cottages. The rentcharge would be £3 15s. The rent of 100 perches of land ought not to exceed £1 5s.

£4 would possibly be a convenient maximum, as it is the sum at and under which tenements are rated to the lessor; but with present and probable prices of materials, and labour of all kinds, I doubt if the £5 will not be a more convenient limit, and it will in no degree prejudice the labourer to fix it at this latter amount. A five pound rental will be almost invariably much over a £4 valuation, generally one-third over, so that such holdings will with rare exceptions be rated to the lessor.

The rent of the cottage will depend on the supply and demand, and where it is considered as part wages, which is, I think, a convenient course, the employer will find it his interest to charge as little as possible, there will no doubt be more or less difference according to the views of different people as to such investments. I concur with those who think that increased facility for obtaining labour is of itself a profitable investment, and that whatever risks there may have been in former years and other conditions there are no such prospects now.

Query 4.—If the letting be in writing, could a short and simple form be suggested?

Yes; I think such forms should be printed, with a penny stamp on each, landlord to retain one copy, the tenant another, and a triplicate to be filed in the record office of the county or district.

I annex forms which have been suggested;* that marked (A) seems to be short, simple, and sufficient for every purpose; if some such form were embodied in the Act, a simpler printed form such as I have referred to above, to the following effect might answer every purpose:—

A B lets to *C D* a cottage and garden situate in the townland of _____, parish of _____, and county of _____, under the conditions of the Labourers' Dwellings Act of 1872, which conditions *C D* accepts and undertakes to pay *A B* at the rate of _____ (weekly, monthly, quarterly, half-yearly, yearly as the case may be) from the _____ of 187 _____.

Dated,

Witnessed,

Registered,

Query 5.—If the letting be not in writing, what should the landlord be bound to do in order to exercise the summary powers given?

He should be bound to keep the premises in tenable repair, but I would not give any summary powers where, after a reasonable period, there was not a letting in writing.

Query 6.—What authority should decide whether landlord had complied with requirements of Act?

The Petty Sessions Court of the district, with power of appeal to quarter sessions. These courts might have power to decide all questions, such as possession of cottages by landlords or employers, for non-payment of rent, or dilapidations or neglect, or gross misconduct, &c., &c., and where rent has been paid and is not in arrear, the arbitrary dispossession in case of natural decay of physical strength, or in case of accident, illness, or other unavoidable deterioration of value as a labourer, breach of contract on either side, in fact all questions arising out of such relations of employers and employed.

Query 7.—What restrictions, if any, should be imposed on tenants letting cottages to labourers under this Act?

No special restrictions, excepting that the dwelling, if not fit in every respect, especially as regards ventilation and decency, should at least not be unfit for human habitation.

Query 8.—Are any special provisions required in the case of houses occupied by caretakers, &c.?

I think not; the existing provisions appear to be generally regarded as sufficient.

* See page 56.

Query 9.—Could any system of registration of labourers' dwellings involving inspection, &c., be adopted with advantage?

Nothing beyond a registration similar to that made applicable to Ireland by the Act 23 Vic., cap. 26.

The condition of labourers' dwellings as to sanitary conveniences ought, I think, to be subject to public control under an efficient sanitary officer. The existing law is, in one respect, hard upon the occupier inasmuch as it authorizes the justices to prohibit the use of a building for human habitation, if proved to be unfit, but there is no penalty, the occupier naturally prefers even an utterly unfit place to no place at all, and the evil continues.

It is the duty of the proprietor to attend to the condition of his labourers' cottages, and as a labourer very truly remarked to me, the best inspector is the landlord's wife. If a premium follows the inspection it might be tolerated, but at present the landlord and his family, the respectable tenant farmer and his family, the parish minister, and the dispensary medical officer are welcome to the houses of the poor, all others are regarded as intruders, anything that tends to lessen the employer's interest or influence over his men will work mischief.

Query 10.—Can you suggest any modifications in the existing regulations for procuring loans, which would tend to encourage more numerous applications, and to simplify the present mode of obtaining advances?

I have had no experience on this subject, and all of the suggestions which occur to me, or which have been made to me, are probably based on insufficient data. There should, I think, be the minimum of expense and the minimum of requirements, plans, drawings, and specifications; and if some local agency for simplifying and facilitating loans, and affording prompt and easily understood information cannot be devised and some course suggested the Clerk of the Peace of the county, the petty sessions, the quarter sessions, court, &c., &c., I think that efforts should be made to remove difficulties, and to facilitate by every possible means loans to landlords and to tenants in certain cases where landlords do not concur, that a reference to ascertain the *bona fides* of the proposal and necessity for it, ought to suffice in most cases, provision being made for vouching the accounts, that town councils, or town commissioners, railway companies, dock or harbour companies or commissioners, trading or manufacturing companies, or associations employing persons of the labouring class, owners in fee or fee-farm for lives renewable for ever, and for terms not less than sufficient to provide for payment of the rentcharge of £4 or £5 per cent., should be freely encouraged, and even solicited to provide suitable dwellings for those who are now so often miserably housed. I believe that many of these bodies are ignorant of the powers they now possess under the 29th and 30th Vic., cap. 44.

In the present state of the labour market I would advise that every facility be given consistent with due protection to the public purse. I question whether anything will now restrain the exodus

of the labouring classes, but it is a fact that the want of labour has as yet been least felt where attention has been paid to the dwellings of the poor, and if anything will stop them the least powerful agency will certainly not be the prospect of an independent home in their own country.

In this report I have not dwelt on the miserable accommodation in the towns and many villages for labourers and their families. I have limited my report to the subject of the dwellings of the labouring classes in the country districts.

I do not know nor have I heard of any labourers' cottages within my district which have been built according to the designs of the Board of Works. I wrote to the Secretary of that Board on the 11th instant, and requested him to be so good as to inform me whether any dwellings for labourers had been erected under the Act 23 Vic., cap. 19, in any of the Poor Law Unions in my district, whether they are all of one design, and, if not, where the most recent improvements may be seen; but up to this I have not received a reply to my letter.

The published designs are satisfactory to me. At the same time I am glad that there is full scope for emulation and improvement from time to time, by the system of admitting plans, elevations, sections, specifications, and estimates for consideration, and merely requiring that each dwelling should be provided with a small but sufficient enclosed yard, with proper privy and manure pit; and that due care is taken to secure good sites as regards drainage and dryness, and convenience as to a sufficient supply of good water.

The accompanying designs which I know have received a great deal of intelligent care in their preparation seem to me to possess every reasonable requisite excepting a privy, which I am aware the vast majority of labourers and others even think generally are for other purposes. The double cottages were estimated last summer to cost about £100 a pair without any offices; and with a small coal-house, potato-house, pigsty, and yard wall, the cost would then have been between £120 and £130; but it is now hard to form any estimate that can be said to hold good in the state of revolution which is going on in all the trade and labour markets.

*Drawing,
No. 21.*

I approve of the design prepared by Mr. Barney, with the exception that there is no provision for a pigsty. Where this is not provided the pig, as a natural consequence, will be accommodated in the dwelling-house. A wash-house, though desirable, will probably be used for what labourers consider more indispensable—viz, a potato and coal house.

Thatch is not suited to this part of Ireland at least. Straw is scarce and expensive, and what there is is required for other purposes.

The specification of the Board of Works requires the covering of roof to be of ladies or countesses slates. I think that tiles, where available, make a very good roof. In all cases the roof should be cove-ceiled. I have heard many bitter complaints of the cold and variable temperature of unceiled cottages. This is the chief advantage that straw possesses over slates; but in

every other respect as regards cleanliness, ventilation, less danger of fire, durability, economy, facilities for disinfecting, &c., there has been an almost unanimous strong expression; and a return to thatch in this part of Ireland, where no one now uses it in the construction of even out-houses, would be generally regarded as a retrograde step.

A most important point in the construction of cottages, and one frequently neglected, is that the ground floor should be raised well above the level of the surrounding ground, and that its substratum should not be clay but broken stones or bricks, so as to prevent the damp from rising through it. This is especially necessary in the bedrooms. Thorough light should also be provided for the bedrooms, and sashes that will open freely.

In many cottages that I have seen improvements in design have not been followed as yet by the substitution of iron stretchers or bedsteads, for the vile wooden box bedsteads, with their close, smothering testers. With lofty coved-ceilings (which would cost about 6d. or 7d. a square yard), and ventilators in the roof, I dare say the old testers would more quickly disappear.

Since stone is not well suited for labourers' dwellings in this wet and damp climate, wherever possible sandstone or gritstone or bricks should be used. The floors should be tiled, and above the level outside with a good step up.

Double houses are, of course, cheaper and something warmer. The fireplace should always be in the middle of the house, and there should be a ventilator in the roof.

There should be a kitchen, three sleeping rooms (including loft), potato-house, and coal-house; piggyery lofted (with fowl-house over), pig-yard, manure pit, privy.

Models of most suitable classes of labourers' dwellings may be seen in perfection on various estates in my district. One recently erected (by the Hon. D. Fortescue) of concrete seemed very deserving of imitation; and on the estate of the Earl of Bessborough there are many excellent cottages; one of the best I know, and answering every requirement that I can think of, is within two or three hundred yards of my own residence. In it a labourer has respectably reared a large family, some of the younger members of which have emigrated, and now materially assist him. There is every requisite, and he has a suitable garden. His rent is 30s. per annum, and he pays by the year. This cottage has a kitchen, two bedrooms on the ground floor, a loft for sleeping accommodation, a place for coals and potatoes, shelves and cupboards, a pigsty and yard, a privy, an excellent small range in the centre of the building; cost, in 1861, about £50.

If there were a small window in the gable of the loft, the roof cove-ceiled, and a ventilator, I should not desire to see any cottage which more completely fulfils every essential for a labouring man of humble means and an average family.

It was said that in Belgium such homes brought a contented spirit, which found its chief gratification beneath the domestic roof, from which the father of the family rarely wandered in search of excitement abroad.

In conclusion I would say that I think a general consolidation of the statutes which regulate the tenure of labourers' dwellings, the mutual rights of landlords and tenants, and provide for loans from the Treasury for constructing and improving labourers' dwellings is desirable, omitting what has become inoperative or inexpedient, and which fixing the limits of powers and duties, giving large discretion to local authorities to administer simple rules which everybody could understand and see the justice of, that there would be no insuperable difficulty in procuring such rules in accordance with customs and ordinary ideas of what is just and right I see no reason to doubt.

I have,

W. J. HAMILTON.

To the Poor Law Commissioners.

ARTICLES of AGREEMENT made and entered into the day of ,
one thousand eight hundred and , between of the one
part, and , of , of the other part.

The said agrees to let, and the said agrees to take,
all that the dwelling-house or cottage, known as Number , now in
the occupation of the said , together with the garden attached
thereto, containing roods perches, statute measure, or thereabouts,
be the same more or less, situate , as cottier tenant thereof, from
week [or month] to week [or month], to the said , commencing from
the day of , at and under the weekly [or monthly] rent of ,
(free from all taxes) to be paid on the last day of every , the
first payment thereof to be made on the day of , now next. And
the said hereby undertakes to keep the said dwelling-house or
cottage hereby let in tenantable condition and repair, and the said parties
do hereby further agree that the said shall and may hold the said
premises hereby let from , at the said rent, until one of the said
parties shall give unto the other in writing one notice to quit, and
on the expiration of any such notice as aforesaid the said shall and
will give up the said premises hereby let to the said .

As witness their hands this day and year first above written.

(A.)

THIS AGREEMENT witnesses that , as landlord, agrees to let, and
, as tenant, agrees to hold the following tenement, viz. :—
, situated at , in the county of and town-
land of , from the day of , one thousand eight hundred
and , by the , at the rent of shillings and pence.
And it has been also agreed that such dwelling-house shall be kept in
tenantable condition and repair by the said landlord, and that the ten-
ancy hereby created shall constitute and be deemed to be a cottier tenancy
within the meaning of "The Landlord and Tenant Law Amendment
Act (Ireland) 1869."

Dated this day of , one thousand eight hundred and .

Witness to the signature of the	}	Landlord.
said landlord,		
Witness to the signature of the	}	Tenant.
said tenant,		

No. 3.—DR. BRODIE'S REPORT.

(District comprised in the counties of Clare, Galway, King's County, Mayo, Roscommon, Tipperary, and Westmeath.)

Galway, 4th June, 1872.

GENTLEMEN,—I have the honour to acknowledge receipt of your letter dated 9th ultimo, with reference to the question whether any amendment of the "existing law can be made with advantage for the purpose of promoting the construction of an improved description of labourers' dwellings in this country."

As desired by the Commissioners, I have given the subject my best attention, and have sought information from those upon whose judgment I thought I might rely. It is generally and properly esteemed as one of much social importance, in order that the labouring class may be made more contented and comfortable, and that encouragement should be given to keep a fair proportion of the land in tillage. It is, at the same time, beset with much difficulty—more, I should say, than that of the relations of landlord and tenant; and legislation upon it being almost necessarily limited to the enactment of enabling powers, any change in the law should be generously liberal to produce any material improvement.

I now beg to offer my observations upon the several queries set forth in your letter.

Query 1.—What would be the most convenient and suitable tenure for labourers' dwellings?

The feeling of the employers of labour is, that the labourer's tenure of his cottage and its adjunct should be such as to enable them, without delay or trouble, to resume possession in case he neglected to fulfil his contract, or for other sufficient cause it might be necessary to remove him.

A very intelligent and extensive agent writes as follows:—

"This question must be differently answered, in accordance with the different practices prevailing in different localities. Where the labourer is in continuous employment, occupation being found for him in bad as well as favourable weather, and he may be regarded as a farm servant, I would advise permissive occupancy, subject to the restrictions which are imposed by the usages regulating the relations between master and servant. Any difficulty in the way of the employers reclaiming possession of the houses would be calculated to discourage the erection of such—a most undesirable contingency. On the other hand, when the employment is not continuous—where the labourer is unemployed and unpaid in unfavourable weather, and his earnings as a labourer are consequently insufficient for the maintenance of his family, which is, I regret to say, the rule in the part of the country with which I am acquainted—I believe a yearly tenancy for a house and—say—two acres of land, would be found most desirable, the house and fences to be kept in proper condition, and all permanent improvements to be made by the owner. The occupier to be disentitled to any compensation save the value of unexhausted manures, &c., when evicted for refusal to work or render faithful servitude."

A landed proprietor and employer writes as follows :—

"The tenure must be co-existent and coterminous with the labourer's employment. If by week the labourer's enjoyment of the dwelling should cease on his leaving or being dismissed from his employment. If it were otherwise the labourer would become a tenant, and the employer—be he tenant farmer or landlord—might eventually find himself the possessor of tenants on his farm useless or unwilling to work, and the work done by others to whom he could not give the advantage of the house expressly built for them."

Where so much as an acre of land was let with the house, I would be in favour of a yearly tenure, terminating in the early spring time, with, however, a "proviso" enabling the employer to end it upon short notice, after due cause shown and proved, and obliging him to give fair compensation for crop in ground, manure, &c.

Query 2.—What quantity of land might be attached or let with the cottage?

This question would depend a good deal upon the locality, the constancy of employment, and rate of wages. Where the services of the labourer are regularly required, half an acre of land is as much as he could attend to with advantage to himself or his employer.

A large landed proprietor writes as follows :—

"The labourer must not be enabled to subsist on the land or garden of his house solely. He must be a purchaser of the necessities of life, the means for which he will obtain by his industry in his daily labour. His garden should provide vegetables for his family, and be a source of amusement and occupation at leisure moments, and also keep him from public-houses."

Query 3.—What should be the maximum amount of rent for house and land which should properly be within the statute?

The rate of wages does not range high in this country for labourers in regular employment, and the rent of house and plot of ground should be moderate. I should say one shilling per week for house and rood of land, and one shilling and sixpence for house and half acre would be fair on the average. Some of those who wish to have full control over their labourers are in favour of giving the cottage, &c., free of rent as part of the wages, the occupation being merely permissive as long as they were retained in employment. Others again, with the same view, advocate the assignment of a portion of his wages to the labourer as "caretaker" of the house, &c.

A landed proprietor and extensive employer writes to me as follows :—

"I think that if it be the intention to improve the status of the labourer, and it be desired to avoid risk of originating a new class of pauper, quasi tenants, worse than the squatter, for he built his own house, and it is proposed that landlords should build for the labourer it would be most dangerous to exact any rent for cottage or land, the labourer getting a dwelling should have it as part of his wages depend-

ent on his good behaviour and his ability to do the work he is engaged to perform. He must be dependent; give him independence, or make him to exist without having to work, and he will be content to idle, and never seek to improve his position."

Query 4.—If the letting be in writing could a short and simple form be suggested?

I annex a printed form of agreement which appears to be taken from the 23rd and 24th Vic., cap. 154, and answers well enough when the land let does not exceed half an acre. This form could be easily amended if necessary, and I certainly think that the conditions entered into with the labourer on the employer's part should be inserted, and copies exchanged.

Another form adapted to the case of a house let without land, in which the occupier acknowledges himself to be a caretaker or servant for the owner, is also annexed.

I forward a third form of agreement supplied to me by Colonel Chichester—although this form recognises a yearly tenancy it provides for repossession without any process of law, and contains no recognition of the labourer's right as to wages, employment, or compensation for crops, &c., and in this respect it is one-sided and objectionable.

Query 5.—If the letting be not in writing what should the landlord be bound to do in order to exercise the summary powers given?

There are but few exceptions to the opinion that agreements for letting should be in writing. The landlord should be bound to give the labourer on his dismissal or leaving compensation for soil, manure, &c., or crop, such compensation could never be a large amount, and might be arranged by arbitration of selected neighbours; but this is a matter of detail. The landlord also should keep the cottage, &c., in repair, except when wilfully damaged.

Query 6.—What authority should decide whether landlord had complied with requirements of Act?

The almost unanimous opinion expressed is that disputes between employers and employed should be settled at the Courts of Petty Sessions. Two unpaid justices, with one stipendiary magistrate, would probably constitute a fair tribunal.

Query 7.—What restrictions, if any, should be imposed on tenants letting cottages to labourers under this Act?

This appears to me to be the most important of the queries for it is to the power and facility given to tenant-farmers to give cottages and allotments of land to labourers that I look for any substantial improvement in the condition of that class. If the tillage farmers require additional labour on their farms, and get the right to erect dwellings for labourers and give plots of land attached thereto, they will readily avail themselves of the power, whether the experiment succeed or not. I think it is the true way to draw the labourers from their unhealthy habitations in towns, and give them what they may regard as a home congenial

to their habits, and to give scope to their own industry as well as to the industry and faculties of their wives and children.

As to the restrictions which should be placed on tenants, some, of course, think that no power of the kind should be given to a tenant without the express consent of his landlord. Those who think that such liberty ought to be accorded to tenant farmers vary in opinion; some would limit it to holdings of twenty-five acres, others to fifty acres holdings, and others again to farms of 100 acres. I find also that valuation is taken as a standard, from £20 to £50 being adopted as the lowest valuation at which the tenant should have the privilege of taking in a resident labourer. Acreage and valuation do not, however, form a true test of the necessity of bringing in a labourer upon the holding; the extent of land under cultivation is an essential ingredient in deciding the point. I would say that a holder of twenty-five acres, upon which there were at least ten acres in tillage, should be entitled to have one labourer's cottage, if he desired it, independent of the landlord's will or consent.

The tenant might be allowed to build the cottage himself, or to borrow money for the purpose, not exceeding one year's rent of the farm, payable by instalments, the land being chargeable with the instalments whether the tenant continued in occupation or not, an outgoing tenant to have compensation for the outlay, if he gave up the cottage in habitable condition. Liberty of the kind I have indicated to tenants would be useless if they were obliged to build cottages of an expensive kind after particular plans and specifications. The expense would be a deterrent, and considering the class of houses in which many comfortable farmers reside, it would be anomalous to see their dependent labourers living in an elaborately designed or ornamental-looking cottage. I would allow tenants to build any description of cottage they pleased, thatched or slated, with this restriction only, that it fulfilled the essential condition of health and decency as regards the sleeping accommodation for the family. I recognise the advantage of slated houses in many respects, but present expense may be an object to the builders, and I am quite sure labourers generally would prefer thatched cottages, would feel themselves more at home in them. If kept in repair they are comfortable dwellings, and have advantages in ventilation and equability of temperature over slated houses.

While I look upon the authorized and independent action of tenant-farmers as a great means of improving the status of labourers, and of making them a useful and contented section of the community, I cannot avoid mentioning as specially germane to the subject, that I regard the substitution of union for electoral division rating as essential to the same object.

Without entering more largely on the topic I may state it as my decided conviction that electoral division rating, amongst other causes, has contributed to the decrease of cottiers and labourers' dwellings, and that it still operates to prevent their increase. It is easy to understand the case of a small electoral division of low valuation owned principally by one proprietor on

which the support of even one poor family would cause a considerable addition to the poundage rate.

Query 8.—Are any special provisions required in the case of house occupied by caretaker, &c. ?

I do not think any special provisions are required in the case of houses occupied by caretakers, &c. The law as it stands at present appears to afford sufficient facility for the resumption of possession when required.

Query 9.—Could any system of registration of labourers' dwellings, involving inspection, &c., be adopted with advantage ?

A system of registration could, I think, be adopted with advantage. The area of each Poor Law Union would form a convenient registration district, and the clerk of the Union might act as registrar. Under any amendment of the existing sanitary Acts, I have no doubt that provision will be made for the appointment of more efficient sanitary inspectors, and in that case I think inspection might advantageously devolve on the District Sanitary Officer.

Query 10. Can you suggest any modifications in the existing regulations for procuring loans, which would tend to encourage more numerous applications, and to simplify the present mode of obtaining loans ?

It is a matter of importance that loans should be easily obtainable. Preliminary proceedings should be simple and inexpensive. Certified copies of title deeds instead of the originals should be sufficient ; where an important social question is involved, the money should be lent at the lowest rate of interest and the repayment spread over a long term to make the instalments easy.

With reference to *Query 7*, I have stated that tenants should have borrowing powers, this I repeat whether the tenancy be leasehold or held from year to year, and I say that loans should not be conditional on the erection of cottages upon any compulsory plan ; owners of property may be allowed to indulge their taste in the matter as they think fit, but a tenant left to himself will erect a cottage comfortable and acceptable to the labourer, at far less expense than if he were bound to follow such specific plan as it would be necessary to impose on a building contractor. I do not however mean to exclude (as I have already said) the essential conditions of comfort and decency.

DESCRIPTION OF DWELLINGS.

Without attempting to decide upon the merits of particular plans for the erection of labourers' dwellings, I may say that I observe on the whole a good deal of uniformity in several plans I have seen, which entirely accords with the written and oral information I have received as to what is most suitable, that is, a ground floor divided into kitchen (or living room) and two bedrooms, with a third sleeping room on a loft overhead. Where

two cottages are required there would be economy in having them in one block, and one of the two might have only two sleeping apartments.

Mr. Barney's plan is a good one, but the estimated cost is very high for a thatched cottage. It would be an improvement not to have the front and back doors immediately opposite. If this plan could be modified so as to reduce the expense, I think it would be acceptable to tenant farmers. Though very diffident in offering an opinion on a subject of which I know very little, it appears to me that the stone and timber work could be simplified and cheapened; a tenant farmer living in the neighbourhood of a wood could put up a substantial roof of forest timber at a small expense, and thatching with his own straw would not count for much. I would leave the labourer to his own device for a hen roost, and for the wash-house I would be disposed to substitute a cheap shed for turf and other general use, say to shelter a pig or donkey. If the plan and specification could be amended in the manner I have indicated, I have no doubt that a farmer would be able to get up a cottage of the specified size for say £50.

I visited Colonel Chichester's property in the County Roscommon on Thursday last. He has expended a large sum in building offices, &c., using concrete material for the principal and party walls.

The only economy from the use of this material is in the erection of the walls, and as it requires special preparation and apparatus for use, it is not, in my opinion, suitable to the general wants of the country, or to the erection of single cottages by individuals.

I have the honour to remain, gentlemen,

Your obedient servant,

T. BRODIE.

To the Poor Law Commissioners,
Custom House, Dublin.

MEMORANDUM OF AGREEMENT made and entered into this
day of 18 between of in
the county of Farmer, of the one part, and of
in the said county of labourer, of the other
part. Whereby the said for himself, his heirs and
assigns, agrees to let, and the said for himself, his exec-
utors, and administrators, agrees to take all that and those the dwelling-
house and plot of ground, not exceeding half an acre, statute measure,
situate in the townland of barony of and county
of as at present occupied by the said and to
become tenant thereto, as a cottier tenant within the meaning of the Act
of Parliament passed in the twenty-third and twenty-fourth years of the
Reign of Queen Victoria, for the period of and from thence
from to at the rent of per
payable at the end of each from the commencement of this
tenancy, being the day of 18 instant, such
tenancy to be determined by either of the parties hereto giving to the

other notice for that purpose; the said undertaking to maintain and keep the said dwelling-house in tenantable condition and repair.

In witness whereof the said parties have hereunto subscribed their names.

Signed in presence of

I, the undersigned, do hereby acknowledge that I occupy the house at _____ in the barony of _____ and county of Galway by the leave and licence, and for and on behalf of, and at the will of _____ the owner thereof, as his caretaker and servant, and not as a tenant, and that I will, when required by the said _____ or by any person on his behalf, quit the said house and deliver possession of same to the said _____ or to any person on his behalf.

Signed this _____ day of _____ 18 _____

Witness

AGREEMENT between A B and C D.

The said C D being a hired labourer in the employment of the said A B, the said A B by reason thereof, agrees to give the said C D a house and plot of land attached, situate at _____ in the county of _____ to be used and enjoyed by the said C D so long as he shall continue faithfully to discharge the duties of labourer, and no longer, at the yearly rent of _____ payable on the 1st day of May and November in each year during the tenure; and it is mutually agreed that the said tenancy shall forthwith determine upon the said C D ceasing to be such hired labourer as aforesaid, and thereupon he shall at once deliver up quiet and peaceable possession of said house and land on demand and shall have no claim for compensation for disturbance, or for any other cause whatever, and upon the said C D ceasing to be said hired labourer, the said A B shall and may on demand of possession enter upon the premises and expel the said C D therefrom without any process of law.

Dated this _____ day of _____

NO. 4.—REPORT FROM MR. O'BRIEN.

(District comprised in the counties of Antrim, Armagh, Down, Dublin, Londonderry, Louth, Meath, Monaghan, and Tyrone.)

Malshide, 4th June, 1872.

GENTLEMEN,—Pursuant to the instructions communicated to me in your letter of the 9th ultimo, I have now the honour to submit to you, for the information of Her Majesty's Government, my Report upon the question whether any amendment of the existing law can be made with advantage for the purpose of promoting the construction of an improved description of labourers' dwellings in this country.

I shall, for greater convenience, refer to the various heads of inquiry in the order in which they are enumerated in your letter.

1. What would be the most convenient and suitable tenure ?

Everyone with whom I have consulted is favourable to a short tenure in these cases, but, for several reasons, I am, after giving the subject the most careful consideration, clearly of opinion the tenure most satisfactory and suitable for all concerned to adopt will be one contingent upon the term of service in each particular case, that is, one providing that whenever the labourer's service is determined, whether by the expiration of the term contracted for, by the dismissal for proper cause of the labourer, by mutual agreement or otherwise, the tenure of the dwelling shall be *ipso facto* deemed to be determined at the same moment, the magistrates at Petty Sessions being invested with a summary power to give a decree for immediate possession to the landlord in all such cases, as well as to award the outgoing labourer the full value of any crop he may at the time have in the garden attached to the holding.

2. What quantity of land might be attached to or let with the cottage ?

Opinion is somewhat divided as to this. I am, however, disposed to think that a rood is as much as an ordinary labourer could manure and cultivate with justice to his employer.

In fixing a maximum, however, it may be necessary to allow a wider margin, say a statute acre, to cover exceptional cases, as where there may be more than one labourer in the family, or where from the poverty of the soil or other sufficient cause a greater quantity might be properly permitted.

3. What should be the maximum amount of rent for house and land which should properly be within the statute ?

I should consider a rent of about 2s. weekly a fair maximum to fix.

In the great majority of cases 1s. weekly is as much as tenants of this class can or will pay, and 1s. 4d. to 1s. 6d. will, I think, be rarely exceeded in practice, except, perhaps, in the case of ploughmen or other skilled labourers, receiving more than the ordinary scale of wages. However, I think the sum I have named, 2s., should provide sufficiently for all cases.

4. If the letting be in writing could a short and simple form be suggested ?

I have no hesitation at all in expressing the decided opinion that in any enactment of this nature there should be no recognition of any letting not in writing.

The preparation of a short and simple form of agreement is not entirely free from difficulty. However, after consultation with persons experienced in such questions, I take leave to submit to you herewith, marked A, a form which will probably be found to satisfy the conditions indicated above, merely premising that I think it indispensable all such instruments should be entirely exempted from the payment of stamp duty.

5. If the letting be not in writing, what should the landlord be bound to do in order to exercise the summary powers given?

As I have stated in answer to query 4, I think there should be no recognition under the Act of any letting which was not in writing.

6. What authority should decide whether landlord had complied with requirements of Act?

I think the magistrates at Petty Sessions will be found to constitute in every way the best and most inexpensive tribunal that can possibly be provided for dealing with all matters of controversy arising under the Act.

7. What restrictions, if any, should be imposed on tenants letting cottages to labourers under the Act?

I think no tenant should be at liberty, without the written consent of his landlord, to let a cottage to any labourer not required for the purposes of his own farm, and that every tenant should be bound, on the requisition of his landlord, to enforce against the labourer the proviso contained in the letting contract against sub-letting and the taking in of lodgers.

8. Are any special provisions required in the case of houses occupied by caretakers?

The remedy provided by the 14 and 15 Vic. c. 57, sec. 82, for the removal of caretakers, viz., by Civil Bill process, is both tedious and expensive, but if I am correct in my assumption that sec. 86, 23 and 24 Vic. c. 154 now gives the magistrates in all such cases summary power of immediate ejectment, I am not aware that anything more than this is required.

9. Could any system of registration of labourers' dwellings, involving inspection, &c., be adopted with advantage?

There is a considerable difference in the opinions held by very competent judges as to this.

Views strongly in favour of such a scheme are held and have been communicated to me by persons whose experience and intelligence entitle their opinions to the greatest weight, while on the other hand it is maintained that any such arrangement would be not only hurtful to the feelings of the labouring classes, but would also have the effect of impairing that sense of independence and self-respect it is so desirable to encourage amongst them.

My own impression is that with a stringent clause in the letting contract, obliging the lessor to keep the premises in proper tenantable condition, the only additional legislative provision called for will be one entitling the head landlord to enter and inspect the premises when he deems it necessary, and to summon the lessor before the magistrates to enforce the observance of this covenant whenever it is found to be disregarded.

10. Can you suggest any modifications in the existing regulations for procuring loans which would tend to encourage more numerous.

applications, and to simplify the present mode of obtaining advances?

To the existing regulations no exception can, I believe, be fairly taken as regards the loans granted for other and larger classes of improvements; but bearing in mind how essential it has now become to the interests of the country at large that the present lamentable want of suitable house accommodation for the labouring classes should be supplied, and how unremunerative and unattractive such buildings are, viewed simply as an investment of capital, I think it is well deserving of consideration whether it would not be a matter of sound public policy to modify these regulations as regards the particular class of cases now under review, viz :—

1. First and most prominent amongst these modifications, I would take leave to suggest that the rate of interest charged should be lowered, and the time of repayment extended to the utmost practicable limits.

2. It is at present provided that no loan should be made "for a less sum than £100."

I can see no reason why this limit should not be reduced to £50, which is as much actual capital as many persons requiring to erect only a single cottage would be willing to invest in the undertaking.

3. It is also represented that the trouble and expense connected with the preparation of plans, and the proof of title, &c., for the approval of the Board of Works, as well as the cost of the subsequent notification by advertisement of the applications, &c., all have a tendency to operate as a discouragement to parties desirous of obtaining loans of small amount; and it appears to me that it would be most useful and could not be very difficult to provide at least a partial remedy for this.

The present rule of the Board of Works bearing on this point appears to be as follows :—

"It is also necessary to observe that whether the loan applied for be sanctioned or refused, the applicant is liable for and will be required to pay any expenses incurred by the Commissioners in connexion with the application."

What the precise amount is of the expense usually incurred by the Commissioners of Works in these cases I am not aware, but they must, no doubt, under the most favourable circumstances, constitute a very substantial element for consideration where the sum sought for is inconsiderable; and I would take leave to submit that, as regards all applications for loans to construct labourers' cottages, when the parties had submitted their plans, title, and memorial, &c., to the Board of Works, the subsequent expenses incurred in connexion with the applications should be borne altogether by the latter instead of the former, as at present arranged.

4. It has been further represented to me that it would be of much practical advantage if tenant farmers holding under the

"Ulster Tenant-right" were accommodated with loans granted on the security of that.

It next becomes necessary that I should refer to the two supplemental Queries appended to your letter in relation to the four designs published by the Board of Works for the guidance of persons desirous of seeking loans for the construction of labourers' dwellings, viz. :—

1. "Are these designs, or any of them, and, if so, which, perfectly satisfactory to you, as suitable to the class of persons for whom a better description of dwellings than those which they now occupy are required?"

2. "If not, will you specify any points on which you consider alteration might be made in these designs with advantage, either in regard to ventilation, decency, cleanliness, economy, or any other desideratum?"

Against these designs in themselves I have nothing to urge; but according to the best estimate I have been able to obtain the average cost of cottages constructed in conformity with them would range from about £90 to £140, according to the particular plan adopted, and local circumstances, &c.

In the case of landed proprietors, building such houses rather from a sense of public duty and a desire to improve their estates than with any view to a profitable return, the necessity for incurring an outlay of this amount would not perhaps operate as a bar; but I think it may be very safely affirmed, as indeed past experience has abundantly proved, that in the vast majority of cases no such investment can be expected or will be made. As I have already stated in the course of this report, the ordinary rent which can be obtained for holdings of this class will be about 1s. per week, rising occasionally to 1s. 4d. or 1s. 6d., and but rarely exceeding the last amount.

Unless, therefore, plans are devised and sanctioned capable of being practically acted upon for a sum upon which this rent will afford a reasonable profit the effect will most inevitably be that no houses of any kind will be erected, and that things will continue to the end in their present most unsatisfactory condition.

The plan designed by Mr. Barney of your office could probably be adopted in most places at a cost of nearly 20 per cent. under the cheapest of the Board of Works designs. A great part of this important reduction in the primary cost of the building is, no doubt, owing to the substitution by him of a thatched for a slated roof, which, in addition to this, possesses the further recommendation of insuring greater warmth in winter and greater coolness in the summer season, beside the sanitary advantages detailed in the Poor Law Commissioners' Annual Report for 1868. Still, notwithstanding this, I find that though the adoption of the thatched roof is not without advocates amongst persons of considerable authority and influence in the country, the use of slates finds more favour with the majority of those whose views I have been able to collect on the point; and it appears to be one of those things as to which everyone must be left free to follow his own course.

*Drawing,
No. 21.*

The main objection taken to thatched roofs appears to be that though cheaper at the outset, they are ultimately more costly than slates, the estimate being that thatched roofs require removal about every seven years or so, while good slated roofs may be regarded as almost permanent. This view, however, takes no account of the sanitary aspect of the case already referred to, and which appears to me to be a matter of no small moment in the dwellings of the poor.

As illustrations of the different views taken of this point, I beg leave to add here short extracts from communications addressed to me by two of those with whom I have had correspondence on the subject of this report.

One of these a landed proprietor in the county Antrim, whose judgment on all local questions is much looked up to by everyone, says as to this :—

“A thatched cottage is the most comfortable and the cheapest to build. With an efficient inspection I see no objection to the thatched roof; the landlords however will require close watching to make them keep these roofs in order.”

The other correspondent to whom I refer, and who is thoroughly and practically conversant with the subject, says on the other side, writing from the county Tyrone :—

“I am altogether opposed to a thatched roof notwithstanding. I am aware that it is alleged by some that such a house is warmer than when slated. However, be this as it may, to meet the objection I propose that the entire building shall be cave-roofed, so as not to be entirely open to the roof as is usually the case.”

This latter correspondent who has entered very warmly and fully into the subject, has most obligingly taken the trouble to forward a plan and specification for a labourer's dwelling, the cost of which he estimates would be about £45 to £50. It comes from a gentleman of a long and varied experience in the conduct of important public works in different parts of Ireland, both north and south, and who is, I am aware, well and practically acquainted with the condition and requirements of the labouring population of the country. He says, in forwarding this plan (hastily prepared by him for my use) :—

“I have for a considerable time past given the question a good deal of consideration, being well aware that no legislation will induce people to embark in a speculation of this kind unless they can see that an adequate return can be expected. It is therefore important to design a cottage in which the greatest amount of accommodation will be given commensurate with the least possible expenditure.”

In the force of this observation I entirely concur, and while the publication of well-framed designs cannot fail to exert a useful influence in the direction of public taste and opinion, I think in the numerous instances in which the parties interested will be found only willing to build on designs of their own or local origin, it will be wise to encourage and assist every such effort in which the main purpose of securing the essential elements of health and decency is attained, even though the plans adopted may fall some-

what below the standard it would be advisable to enforce if all the conditions necessary to complete success existed in the country.

In the report on the condition of the labouring classes which I had the honour to make in pursuance of your wishes in the month of January, 1870, I took occasion to observe that the wretched condition of their house accommodation and the extent to which they were then crowded into the lanes and lodgings of the towns was largely attributable to the opposition manifested since the famine period by the landed interest of the country to the existence of the cottier tenements of old in the rural districts; and when I had the honour last year of being examined as a witness before a Committee of the House of Commons on the subject of the law of Poor Law rating in Ireland, I stated that I attributed this unhappy state of things in great part to the baneful effects of that system.

Since then I am glad to think that the Committee referred to have recommended that union should be henceforth substituted for electoral division rating, and it appears to me not to be out of place that I should here, before closing this report, reaffirm the opinions I have already expressed on this subject, and add my firm conviction, that unless legal effect be given to that recommendation of the Committee, any enactment that may be passed, however well devised, for encouraging the construction of improved dwellings for the labouring population of the country, will as a general rule, prove perfectly delusive and inoperative.

I have, &c.,

W. P. O'BRIEN, *Poor Law Inspector.*

FORM OF AGREEMENT BETWEEN EMPLOYER AND LABOURER.

An agreement made the day of between A B of
farmer, and C D of labourer.

The said A B agrees to let, and the said C D agrees to take the dwelling-house and plot of ground, the possession of which is about to be delivered by the said A B to the said C D, situate in the lands of
from the day of on the terms following:—

The rent to be at the rate of (weekly, monthly, quarterly, half-yearly, or yearly, as may be agreed upon). The dwelling-house to be kept in a tenantable condition and repair by the said A B, and all taxes whatsoever in respect of the holding, to be paid by the said A B.

The tenancy to be determined on notice given either by the said A B to C D, or by C D to A B, or on the termination of C D's service with A B, or so soon as the said C D shall either sublet or take in a lodger.

(Signed),

A B.

C D.

No. 5.—REPORT FROM DR. KING.

(District comprised in the Counties of Cork, Limerick, and Waterford.)

Cork, 7th June, 1872.

GENTLEMEN,—I have the honour to acknowledge the receipt of your letter of instructions of the 9th ultimo, requesting suggestions as to whether any amendment of the existing law can be made with advantage for the purpose of promoting the construction of an improved description of labourers' dwellings in this country, and indicating ten queries for consideration.

1. What would be the most convenient and suitable tenure for labourers' dwellings?

Monthly.

2. What quantity of land might be attached to, or let with the cottage?

A quarter of an acre is as much land as a labourer would probably have manure for, or could have time to cultivate. If the land were more than a quarter of an acre the labourer could, under the existing law, claim compensation for disturbance.

3. What should be the maximum amount of rent for house and land which should properly be within the statute?

I think £5 should be the maximum, and this should only be charged in case the dwelling-house was of very superior construction, and the labourer employed at high wages. Under ordinary circumstances the rent should not exceed four shillings a month. In some instances which came under my notice no rent was charged, the labourer being permitted to reside as a servant so long as he continued in his employer's service; in other instances so many days' work were given in lieu of rent.

4. If the letting be in writing, could a short and simple form be suggested?

I think there could in the form annexed, which is similar to the form given in the schedule to 19 & 20 Vic. c. 65, but omitting requisites as specified in the Cottier Tenant Act of 1856, landlord being obliged to keep out wind and rain, and to give compensation for growing crops, to be ascertained summarily at Petty Sessions, and with right for tenant to hold possession until paid. The tenant on his part to preserve the interior in fair and reasonable repair, allowance being made for ordinary wear and tear.

5. If the letting be not in writing what should the landlord be bound to do in order to exercise the summary powers given?

In order to prevent disputes I think the agreement should be in writing; but should such be not the case the landlord should show that he has kept out the weather, and that the tenant has not fulfilled his part of the verbal agreement. In order to do this it would be necessary to examine witnesses, and the evidence would probably be conflicting.

6. What authority should decide whether landlord had complied with requirements of Act?

The Petty Sessions Court. No magistrate to act in his own case. And probably to counteract the landlord influence one of the presiding justices should be a resident magistrate.

7. What restrictions, if any, should be imposed on tenants letting cottages to labourers under this Act?

The only restrictions which occur to me are not to permit more residents than are required to work the farm, and not to permit lodgers, who are not members of the labourer's family, to be taken in.

8. Are any special provisions required in the case of houses occupied by caretakers?

No; the 86 sec. 23 & 24 Vic. c. 154, is sufficient.

9. Could any system of registration of labourers' dwellings, involving inspection, be adopted with advantage?

Landlords or tenants who have erected, or who may erect labourers' dwellings, might be required to register them with the Clerk of the Union or Clerk of Petty Sessions, and a short form could be compiled giving particulars, such as nature of roof and of flooring, number of apartments, dimensions of each, number of doors and windows, whether provided with pig-sty, privy, or manure pit, &c. The buildings to be subject to inspection by the District Inspector of the Board of Works.

10. Can you suggest any modification of the existing regulations for procuring loans which would tend to encourage more numerous applications, and to simplify the present mode of obtaining advances?

The money should be lent at the very lowest rate that the State will give money for any purpose, and should be lent on the application of any farmer whatever be his tenure, provided his landlord joins in his application, and that his valuation be £50 or upwards, the land to be chargeable with the amount advanced, but the interest to be payable by the occupier of the land for the time being. The Board of Works should not require the original title-deeds to be lodged with them, but be satisfied with certified copies. With these exceptions I have no suggestions to offer. The instruction to persons desirous of obtaining loans, prepared by the Commissioners of Public Works, seem to me sufficiently simple and explicit.

With respect to affording the landlord a cheap and summary mode of obtaining re-possession of his cottages in case of non-payment of rent, or for other sufficient cause, it occurs to me that if the 14 and 15 Vic. c. 92, sec. 15 were extended to rural districts it would answer the purpose, provided (as suggested in answer to query 3) a complete jurisdiction were given to Petty Sessions to adjust mutual claims.

The 86 sec. 23 and 24 Vic. cap. 154, might also be retained.

It will be perceived that in offering the foregoing suggestions as to tenure, I have availed myself of the existing laws, recommending modifications of them where such seemed to me desirable, and omitting those clauses which seem to me to have proved obstructive. I would respectfully suggest that whatever enactment may be adopted with respect to labourers' dwellings, that it shall be one clear, easily understood Act, containing all the necessary provisions, without the necessity of referring to sections of previous Acts of Parliament, such references being fertile sources of embarrassment and confusion.

With respect to labourers' dwellings, I have carefully examined the plans which accompanied your letter of instructions, and also several others which I have obtained, and I have also visited a number of labourers' dwellings, and I am more inclined to the plan designed in the Commission Office than to any of the others; but I would take the liberty of suggesting some modifications—for instance, a thatched roof is undoubtedly more comfortable for the inmates both in winter and summer, but is liable to get out of repair, and requires to be renewed every few years; and the repairs of roofs of this kind have for years past been a constant source of dispute between landlord and tenant; and in addition the high price of straw and its perishable nature renders thatch the most expensive of all roofs.

The floor of the living room should be made of flags, tiles, or be paved. Flags and tiles are liable to be broken, especially the latter. I have seen several floors made of paving which have lasted for years. I do not perceive any provision for a pig-sty in the Commission Office plan. I think a small pig-sty, partially covered, would be desirable. It has been suggested to me that ash-pits should be covered, as much valuable material is removed for manure by exposure to the weather. Every house should be provided with a back door. The want of this has led to the practice of throwing out slops from the front door, and to the accumulation of manure heaps and cesspools in the front of labourers' cottages, and which have proved a fertile source of zymotic diseases.

I annex a plan for labourers' cottages, which were erected at Ahalisky in 1861, and for which the county of Cork Agricultural Society awarded a prize of £25 in the year 1862. I visited those cottages. They answer the purpose very well. They are double cottages, and cost £125. That is £62 10s. each cottage. I also saw cottages of moderate pretensions on the Netterville estate—living room, 15×12, open to the roof; bedroom, 10×12; loft of same size; roofs slated; floors earthen; no privy or manure pit. If those houses had been built somewhat larger, and had been provided with privies, ash-pits, and the floors paved, they could have been constructed for about £30 each.

The Commission Office plan would cost £73, and more than that sum if the roof were slated. Other plans I also approve of, but they are too costly, and I fear if adopted few landlords or tenants would be willing to erect such expensive cottages.

I think that a double labourer's cottage, with pig-sties, ash-pits,

*Drawing,
No. 34.*

*Drawing,
No. 21.*

paved floors, privies, living rooms (3 bedrooms each), slated roofs, &c., could be built at a cost of £100.

I need scarcely add that in the erection of labourers' cottages especial care should be taken that light be freely admitted, and also that provision should be made for full ventilation. The statistics of Ireland for the last 12 years show a marked decrease in cereal crops, and a proportional increase in meadow, clover, &c.; and the amount of land laid down as pasture seems to increase every year, as the price of butter, meat, &c., rises, and as higher wages have to be paid to agricultural labourers.

The labourers complain of the want of constant employment, and hundreds of them emigrate; while the tenant farmers, finding pasture to pay better than tillage, do not give much employment. In some localities I found labourers' cottages empty.

A large landed proprietor in a letter to me makes the following observations:—"Ten or more years ago I seriously thought I ought to do more for improving the labourers' houses and tenant farms; only the conviction of the transition state of the country, and that I could not well reckon on what would be wanted, and having other works, draining, &c., on hand that I thought would be better finished before I spent money on buildings, as I could not afford to do both at once, hindered me from beginning in earnest. It was well I did not, for I should have many of the houses unoccupied. The labouring population is fast disappearing in spite of greatly increased wages. Ten years will scathe them mostly gone. Those who pay high wages, with good houses, land, &c., will keep the few that are indispensable, but even that will be hard to do."

The climate of Ireland is suited in a remarkable way to the growth of grass. Grass is not affected like other crops by vicissitudes of weather. It requires little or no labour to be expended in its culture. Tillage labourers demand high wages, and during harvest time are difficult to be obtained in sufficient number at any price; and, finally, the products of grass-feeding, such as milk, butter, meat, &c., are of daily increasing value. All those circumstances hold out strong inducements to lay down land in pasture.

With respect to existing labourers' dwellings, I think the landlord should not be entitled to recover any rent, if it were clearly proved that the labourer's house is not impervious to wind and rain.

The object I have kept mainly in view in submitting the preceding observations for consideration, has been to suggest, if possible, some plan which may not be too expensive, and which may induce landlords and tenants to provide suitable residences for their labourers, and to offer the labourer substantial benefit in the acquisition of a comfortable residence, and the possession of a small portion of land.

With respect to the landlord, if he be not afforded some easy means of obtaining re-possession of a house which has been erected at his cost, he evidently will not be inclined to expend any portion of his income in building cottages which might be

retained by an improvident, immoral, or careless labourer ; and I also think that so long as electoral division rating continues, landlords will be slow to erect residences for persons the support of whom and their families may eventually fall on the electoral division in which the houses are situate.

In submitting the foregoing suggestions for consideration, I have been careful to maintain a balance of interest between the landlord and tenant and the labourer, especially as any enactment too favourable to the latter would frustrate the object in view, as the landlords or tenant farmers would not, under such circumstances, take advantage of any permissive legislation which would in their opinion prove injurious to their own interests.

I have the honour, Gentlemen, to remain,

Your obedient servant,

CHARLES CROKER KING, *Poor Law Inspector.*

To the Poor Law Commissioners.

FORM OF AGREEMENT.

This agreement witnesses that as landlord agrees to let
and that as tenant agrees to hold the following
tenement, viz., in the county of and townland of
from the day of by the at the rent of shillings
pence, payable on and it has also been agreed that the
landlord shall keep out both wind and rain, and that the tenant shall
preserve the interior in a fair state of repair, allowance being made for
ordinary wear and tear.

Signed this day of landlord.

Signed this day of tenant.

NO. 6.—REPORT FROM DR. ROUGHAN.

(District comprised in the Counties of Cavan, Leitrim, Mayo, Sligo, and Roscommon.)

Sligo, June 7th, 1872.

GENTLEMEN,—I have the honour to acknowledge the receipt of your letter of the 9th ultimo, requesting me to furnish some information for Her Majesty's Government on the question of "Labourers' Dwellings" in Ireland, and indicating by the following queries the particular points on which information was sought :—

1. What would be the most convenient and suitable tenure for labourers' dwellings ?
2. What quantity of land might be attached to, or let with the cottage ?
3. What should be the maximum amount of rent for house and land which should properly be within the statute ?
4. If the letting be in writing, could a short and simple form be suggested ?

5. If the letting be not in writing, what should the landlord be bound to do in order to exercise the summary powers given?
6. What authority should decide whether landlord had complied with requirement of the Act?
7. What restrictions, if any, should be imposed on tenants letting cottages to labourers under this Act?
9. Could any system of registration of labourers' dwellings, involving inspection, &c., be adopted with advantage?
10. Can you suggest any modification in the existing regulations for procuring loans which would tend to encourage more numerous applications, and to simplify the present mode of obtaining advances?

Before I approach those particular points I desire to make a few preliminary observations. The agricultural work in my district is performed by four classes of labourers.—1st. Farmers holding twenty acres of land and upwards, who with domestic servant boys and members of their own families, work on their own farms, and never for hire. 2nd. Small tenant farmers, who supplement their means of living from their farms by the wages of daily labour. It is chiefly from this class that harvestmen are supplied in such large numbers to England and Scotland. The 3rd, or what may be called the purely rural labourers, who have nothing to depend on except the wages derived from their labour; this class is not now by any means as numerous as might be imagined, it has been very much diminished by migration to towns, and emigration to America. The habitations of those that remain, with the exception of a few in the domains of landlords, are wretched, miserable, comfortless hovels; but it must not be understood that all the wretched and dilapidated houses scattered through the district are altogether those belonging to this class. Many of them are the dwellings of the small farmers previously referred to. The 4th, or town labourers, are a very numerous class, and many of them are, if possible, worse housed than the rural labourers. They are crowded in wretched cabins and miserable garrets, for which they pay the rent of reasonable dwellings. I visited some of those habitations very lately in Sligo, Ballina, and other towns in my district, and was horrified at their condition. How they lie down to rest, how they can sleep, how common decency is preserved, how they are not stricken down by disease, is beyond conception. In my humble opinion the habitations of this class demand legislative interference on the grounds of public health, as well as for the amelioration of the creatures themselves, as much, if not more than the rural labourer, who in his cabin, dilapidated and wretched though it be, has the benefit of wholesome country air, and is not obliged to breathe the tainted atmosphere of closed courts, lanes, and alleys. If not presumptuous on my part to do so, I would venture to suggest that if possible the Act in contemplation should be so enlarged as to include in its provisions this much neglected class. The boards of guardians might for all purposes be placed in the same position as landlords and proprietors in rural districts. The Commissioners of Public Works might be

empowered to make loans to boards of guardians, in the same way as they are at present authorized to do to town commissioners, under the 8th and 9th ss. 29 & 30 Vic. cap. 44, so as to enable the guardians, subject to the approval of the Poor Law Commissioners, or the Local Government Board, to provide a sufficient number of labourers' dwellings in the vicinity of towns where they may be required. I do not think a pecuniary loss would be sustained in carrying this project which I have hinted at into effect, as I think the cost of purchasing sites, and the annual instalments in payment of principal and interest, would be fully met by the rent which would be willingly paid for the tenements. Having said so much I shall now proceed to deal with the points on which information is particularly sought.

1st. In my opinion the tenure on which labourers' cottages should be held must be so regulated that almost perfect freedom of occupancy should exist between the owner and the occupier of the cottage. If the tenant disliked his position, or thought he could improve it by wages or otherwise, he could not be restrained from changing it; on the other hand, if the owner was dissatisfied with the manner in which the labourer discharged his duties, or that he did not consider him a desirable person to continue, the same privilege should in all fairness be extended to him. At the same time the tenure should be such that neither could be taken by surprise or at a disadvantage; in my opinion it should be from year to year, with power to each party to terminate it by a month's notice in writing, giving power to magistrates in Petty Sessions to give summary order for obtaining re-possession of the cottages and land attached thereto, if overheld, and also to determine the amount of compensation, if any, to be paid to the tenant for growing crops, manure, or soil. Probably this mode of letting might be the best, under all circumstances, for prolonging occupation, and for causing mutual forbearance and the discharge of mutual duties.

2nd. The quantity of land that might be advantageously let with the cottage, in my opinion, and in that of others, on whose judgment in such matters I place much reliance, should not exceed a statute acre, or be less than two roods. If more is given it cannot be profitably cultivated without interfering with the appropriation of the labour which should be at the disposal of the employer. One acre of land well cultivated would afford an ample supply of potatoes and other vegetables, and would be found more profitable than double the quantity which, necessarily, should be hastily and carelessly tilled.

3rd. The rent at which the cottage and land would be set, would depend very much on surrounding circumstances, as expenditure on house, quality of land, rate of wages, perquisites or conveniences given, such as turf, firewood, milk, grass for a cow; but to answer the question as well as I can, I think the maximum rent recoverable under this statute should not exceed £4 a year, or 6s. 8d. a month, the landlord undertaking by agreement, which should always be in writing, to keep the cottage watertight and in substantial repair.

The agreement under which the cottage is to be held might be on a short simple printed form, to be sold by clerks of petty sessions, at a nominal price, and free from stamp duty. I beg to suggest the following as one that might be adopted:—

Form A.—LABOURERS' DWELLINGS ACT, 1871.

I, A. B., as proprietor, agree to let, and I, C. D., as labourer, agree to hold the cottage, together with _____ of land attached, situate on the townland of _____ Electoral Division of _____ Union of _____ subject to the rent of _____ payable _____ Tenancy to commence on the day of _____ and terminable by a month's notice in writing in the manner directed by this statute.

I, A. B., undertake to keep the cottage watertight and in substantial repair.

I, C. D., undertakes to keep it and the premises clean, orderly, and free from nuisance.

Dated this _____ day of _____

(Signed)

Landlord.

(Signed)

Tenant.

To avoid litigation and disputes no letting under this statute should be made except on a prescribed form, somewhat similar to the above; if otherwise done, the landlord should be precluded from exercising the summary powers given by the Act; if done by a tenant farmer, he should be disentitled from recovering rent, and be subject to a penalty for a violation of the statute. In this latter letting power ought to be given to the landlord to interfere, and to compel the parties to enter into an agreement in accordance with the provisions of the statute, and thus prevent what would otherwise amount to subletting.

Disputes no doubt will arise from time to time between owners and occupiers of cottages under this Act, and must be referred to some tribunal for arbitration. Those of a serious nature should be heard and decided by magistrates in petty sessions, with power of appeal to quarter sessions, and those of a trivial kind might be adjusted by a Labourers' Cottage Board.

Tenant farmers setting cottages under this Act should be regarded in the same light as proprietors, should have the same privileges, and be bound by the same obligations; the only restrictions I would be inclined to place on them would be that the cottage should be set *bond fide* to a labourer required for the proper cultivation of the farm, and that no persons except the immediate members of the labourer's family should be allowed to inhabit it.

I am aware that tenant farmers in rural districts far away from towns, experience much inconvenience from not being permitted to have a labourers' residence on their farm, and I think it would be only right in case the landlord refused to provide a labourers' dwelling, found to be necessary, that the tenant should be enabled to build it. To carry this into effect power should be given to the Commissioners of Public Works to make loans on tenancies from year to year of the minimum value of £20 and so on, on a

proportionate fixed scale, subject to the recommendation of the Labourers' Cottage Board, and approval of the Poor Law Commissioners, or the Local Government Board.

Lettings to caretakers should be defined in writing, and jurisdiction given to Magistrates in Petty Sessions to summarily order the removal, not only of a caretaker put into possession by the owner's permission, but of persons put into possession by a former caretaker *without* the owner's knowledge. I have known an instance where a bench of magistrates decided they had no jurisdiction to order the removal of the son-in-law of a deceased caretaker, who set it up as a defence that he had been placed in possession of the house by his late father-in-law, *without the permission* of the owner.

A system of registration of labourers' dwellings could be organized through the machinery of the Board of Guardians acting as a Labourers' Cottage Board; the lettings could with facility be registered in the office of the Clerk of the Union, and an efficient inspection could be performed by the relieving officers (the number if found necessary might be increased); he should be invested with full powers to compel the occupiers to keep the cottages in a clean, orderly, and decent condition, inside and outside; if this is not done until such time as cleanly habits are engendered, the cottages, no matter how neat when given to them, will soon be found in as filthy a condition as their present habitations.

I have had no practical knowledge of the working of the regulations under which loans are obtained for the building of labourers' dwellings, nor am I aware of any instance in which a proprietor in my district has availed himself of the privileges of the Labourers' Dwellings Act of 1860. I have no reason to think they were prevented doing so by any stringency of the regulation; I rather think they were deterred by the expense and the dread that the persons whom they might put in occupation would some time or other become a charge on the rates of the electoral division.

The first rule, which fixes the minimum sum to be lent at £100, should be altered to £50, and the period for repayment of loans should be extended from thirty-five to forty or forty-five years, and the annual instalment in payment of principal and interest be reduced from five per cent. to three and a half or four per cent.

Preliminary expenses should be borne by the Treasury, and in small loans instalments of one-third instead of one-fifth might be issued.

Power should be given to Board of Works to make loans on tenancies of the minimum value of £20, and so on, on a proportionate scale, subject to certain conditions, and to the approval of the Poor Law Commissioners or Local Government Board.

The designs for labourers' cottages published by the Board of Works are not, I think, suited to the requirements of the country, being far too expensive. What is most required to improve the condition of the labourers is that they should be provided with fair substantial dwellings at a moderate cost. A comfortable thatched house with a living room reaching to the roof 12 x 16 feet, with two bedrooms off it 12 x 7 feet, boarded and ceiled,

erected on cheerful site convenient to a public road, would be much more acceptable to the labourer than an expensive slated house in which as they say themselves they would be perished in winter and broiled in summer. Landlords and proprietors would prefer slated houses on the grounds of durability, and say that whatever the expense at first is, it will be found cheaper in the end to slate; under all circumstances, it would I think be well that the Board of Works should not refuse to permit the erection of thatched labourers' cottages, the construction of which in my opinion should be encouraged as much as possible.

The enclosed yards, privy and ashpit might I think for the present (in country districts) be dispensed with. I admit it would be desirable to have them, yet the Irish labourer of this generation does not much require them. I would build the cottage now and hope at some future time to add the conveniences.

I have the honour to be, Gentlemen,

Your obedient servant,

(Signed) GEORGE F. ROUGHAN, P.L.I.

LABOURERS' DWELLINGS ACT, 187 .

I, A. B., as proprietor, agree to let, and I, C. D., as labourer, agree to hold, the cottage, together with of land attached, situate on the townland of , electoral division of , union of , subject to the rent of , payable , tenancy to commence on the day of , and terminable by a month's notice, in writing, in the manner directed by this statute.

I, A. B., undertake to keep the cottage watertight, and in substantial repair.

I, C. D., undertake to keep it and the premises clean, orderly, and free from nuisance.

Dated this day of .

(Signed)

Landlord.

(Signed)

Tenant.

No. 7.—REPORT FROM MR. R. HAMILTON.

(District comprised in the counties of Antrim, Cavan, Donegal, Fermanagh, Leitrim, Londonderry, Monaghan, and Tyrone.)

Strabane, June 27, 1872.

GENTLEMEN,—I have the honour to acknowledge receipt of your letter of the 9th ultimo, No. 78, M. 72, in which you express the desire of Her Majesty's Government to obtain, through the Poor Law Inspectors, information on various matters relating to labourers' dwellings in this country.

I regret the delay which has taken place in furnishing you with the report you ask for; but owing to the death of a near relative I was unable to take active steps for obtaining the required particulars until after the 24th.

I then wrote to upwards of one hundred gentlemen, who, as I

had reason to believe, had practical knowledge and experience of the labouring classes in my district, and were therefore in a position to give useful and reliable information on the subject.

I sent to each of them a copy of the annexed queries (marked A), and asked them to supply me with their views and suggestions on the various matters; and I take this opportunity of thanking these gentlemen for the promptness and cordiality with which they responded to my, I fear, troublesome application.

For the purpose of my report, the labouring population in this district may conveniently be divided into four classes.

The first are those who are hired as servants, and who reside in the houses of their employers; this class consists entirely of unmarried men. The practice is to hire them for a period of about six months, at the end of which time they either enter into a new agreement with their employer, or leave them, and seek employment elsewhere.

The second class consists of those who have cottages, for which they either pay rent to their employers, or which they receive as part payment of their wages. They are always married men, and are generally hired by the half year; but their wages are paid weekly. In most instances they remain in the same service so long as both parties (employer and employed) continue satisfied with each other. As a rule, they get a small garden along with the house, and in addition about a rood of the farmer's own land, in which to plant their potatoes.

The third class is entirely composed of those who live in country villages and towns, which are favourite places of resort, as the females and younger members of the family can obtain employment in the mills and factories, which are generally to be found in such localities; but nowhere are the labouring classes so badly housed as in these towns and villages.

The fourth class consists of those who hold their cottages, not of the tenant farmers, but of the head landlords. This class is principally composed of those small farmers who have not sufficient occupation for all the members of their families upon their own holdings.

Unfortunately the labouring classes are sometimes but little sensible of the benefits to be derived from healthful and comfortable dwellings. I know of instances where houses have been constructed for them at considerable expense, and in spite of the exertions of the landlords are kept in a filthy and disgusting condition.

I believe that nothing would conduce more to the improvement of labourers' dwellings than to afford increased facilities to landlords for building cottages for the use of the labouring population on their estates.

One gentleman, in his reply, states that he has built largely under the Board of Works, and would have built more only for the difficulty arising out of the endless correspondence which a negotiation with that body entails.

It was evidently the intention of the framers of the Land Act of 1870 to aid the landlord in such enterprises—at least that seems to be the intention of the 10th section of the Act, by which it is

enacted "that any landlord may, after six months' notice in writing, resume possession from a yearly tenant of so much land (not to exceed, on the whole, one twenty-fifth part of any individual holding) as he may require for the *bond fide* purpose of erecting thereon one or more labourers' cottages, with or without gardens attached;" and it is provided that such resumption shall not, unless unreasonable, be deemed a disturbance of the tenant, and shall not subject the landlord to any claim for compensation, except for improvements, beyond an abatement of rent proportionable to the value of the land so resumed.

This power of resumption is, as Mr. Butt has pointed out in his book on the Land Act, given in such ambiguous language that no prudent man would venture to use it, as by so doing he might find himself involved in an endless series of difficulties. For instance, it does not appear whether the notice here spoken of is in effect a practical notice to quit, which would require a stamp of 2s. 6d., or whether it is a "notice of resumption," such as is not unfrequently found in leases where it is stipulated that a lessor may, in giving notice to a lessee, resume possession on certain conditions of a portion of the land demised. Again, is the landlord's power of resumption exhausted by one exercise of it, or may he on a subsequent occasion resume a twenty-fifth part of the holding which consists of the residue of the original one? Again, would it be unreasonable conduct on the part of the landlord to take possession of one twenty-fifth of a holding where the cottages to be erected are intended for the use of labourers who are not to work on such holding, but are to be employed either by the landlord himself, or any other person who may require them? In short, a list of difficulties would arise before a landlord could avail himself of that section, and therefore I am of opinion some additional facilities should be given to such landlords as may be desirous to build houses for the labourers who reside on their estates.

I am also of opinion that tenant farmers, under certain restrictions, should be encouraged in every possible way to erect suitable dwelling-houses for the labourers actually employed in the cultivation of their farms.

As regards the first question in your letter, that concerning the most convenient and suitable tenure for labourers' dwellings, I am distinctly of opinion that it is most undesirable to implicate the relation of master and servant by adding to it that of landlord and tenant, and thereby creating a two-fold contract between the parties; therefore, I think that where the labourer holds his cottage direct from his employer, there should be no "tenure" at all; but that the labourer should get his house as part payment of his wages.

It appears from the papers sent to me that the term of hiring varies in different localities. In some places labourers are hired by the year, in others by the half-year. In others, again, by the month, and sometimes by the week, and in almost all the papers the period of tenure suggested is identical with the term of hiring. I am, therefore, of opinion, that if the labourer is to be made the

tenant, as well as the servant of his employer, the period of his tenure should exactly correspond with the length of his service, and should terminate when his employment ends.

If rent is charged for the house it ought to be paid monthly or weekly, or at such times as the labourers' wages become payable, for if a labourer were permitted to accumulate more than a month's arrears, it would be doubtful whether he could ever clear them off, except by having his wages stopped.

In respect to the second query, that relating to the quantity of land which might be attached to, or let with each cottage.

A rood of land is the quantity which is suggested by the great majority of those whom I have consulted. None of them recommend that any quantity exceeding one acre should be let along with a cottage.

I am of opinion that no land should be attached to a labourer's cottage, except a small garden at the rear of it. The labourers have but little time at their disposal, and are not able to cultivate properly more than a rood of land, the consequence will be, if a larger quantity be given them, that their gardens will soon become exhausted from bad and insufficient tillage, and they would derive less benefit from a large holding badly managed, than from a small and more easily cultivated piece of land.

It is a common practice for a farmer to give a portion of ground to a labourer under a species of conacre contract; the farmer ploughing and labouring the land, while the labourer supplies the seed and manure. In such cases, the farmer gives the labourer each year a different piece of ground from that which he had the year before, according to the farmer's own convenience, and no definite or ascertained portion of ground is set apart for the exclusive use of the labourer. The farmer, frequently, in addition to this, gives grass for a cow. I believe that arrangements of this kind are most beneficial and convenient for both parties, and I think it would be very impolitic to discourage such contracts and agreements by any statutory enactments which would render it impossible for a farmer to obtain Government assistance in the erection of labourers' cottages unless he abandoned the practice of making such agreements as I have described, and instead thereof let to his labourers certain portions of land to be attached to their cottages.

In cases where the labourer holds a garden, or other piece of land along with his dwelling, I think that in the event of his service terminating from misconduct on his part, before the crop has arrived at maturity, he should have no claim against his employer beyond the value of his manure, his seed, and his labour.

The amount of compensation should be settled, in case of a dispute, by two or more Justices of the Peace at petty sessions. Arrears of rent, if any, should of course be deducted from the amount of compensation, and the magistrates' warrant for possession should not issue till after the sum awarded as compensation has been paid.

As to the third query, that which has reference to the maximum

amount of rent which ought to be within the statute, the suggestions vary from 1s. to 2s. per week. It is, however, becoming more and more common every day to charge no rent whatever, but to give the cottage and garden as part payment of the labourer's wages, and this, as I have already stated, seems to me to be the most rational and sensible practice.

With reference to the fourth query, it seems to be the general opinion that there ought to be a short written agreement between the employer and the labourer, and various forms are suggested. Several gentlemen are of opinion the agreement should be registered by the clerk of Petty Sessions. I do not think that the contract ought necessarily to be in writing, for it should be remembered that a large portion of the labouring classes are unable either to read or write, and in some remote places they are not able to speak or understand the English language—the number of such people is, however, rapidly diminishing, in consequence of the spread of education by means of the National schools. I think the shortest and most effectual way to meet such cases would be to enact that in all oral contracts or contracts not reduced to writing, certain specified conditions should be invariably implied by law.

Query 5 inquires "What the landlord should be bound to do when the letting is not in writing, in order to exercise the summary powers given?"

It is not however stated what these summary powers are, or what they relate to, and therefore it is by no means easy to answer the question.

I think, as I stated in my answer to the last query, that in all cases where the contract is not reduced to writing, certain specified statutory conditions should be by law implied in the contract of hiring, and the landlord, before he is permitted to evict the labourer, ought to be compelled to prove that he had in all respects fulfilled and complied with these conditions.

I think it would perhaps be advisable that in all such cases the disputes arising out of breaches of such oral agreements should be disposed of, not at Petty Sessions before the Magistrates, but before the Chairman at Quarter Sessions.

Query 6. As to the authority which should determine whether the landlord had complied with the requirements of the Acts, all parties are unanimously of opinion that it ought to be the Justices of the Peace at Petty Sessions. I think all these cases should be heard before two or more Justices who have *no interest* in the matter, and I would give an appeal from their decision to the Chairman at Quarter Sessions, and make the procedure as simple and as cheap as possible.

Query 7. What restrictions should be imposed on tenants letting cottages to labourers under this Act?

I think that there should not be more than one cottage for every twenty-five acres of arable land in the farm.

The suggestions vary as to the limited quantity from twenty to thirty acres.

I think, too, that in all cases a tenant should apply for his landlord's consent before he proceeds to build labourers' cottages; if the landlord refuse, and if the tenant deem the refusal unreasonable, he should be able to appeal to the Chairman of Quarter Sessions, who should have power to issue an order permitting the tenant to erect such cottages notwithstanding the landlord's refusal, if the Chairman be of opinion that such refusal is unreasonable.

Care should also be taken that the tenant should not abuse this advantage by erecting cottages, and putting their children when they marry into them, and should not under the pretence of providing dwellings for farm labourers, really construct habitations for squatters. Moreover, it is highly expedient to take precautions against a practice which, it is to be feared, might, if the labourers had entire control over their cottages, spring up, that of letting rooms to lodgers and vagrants, and other objectionable characters. I think also it would, for similar reasons, be extremely objectionable to allow spirit licences to be given to farm labourers, who should not be permitted to keep public houses.

With a view to prevent practices of this sort, a system of registration would be found useful.

Query 8. In reply to the 8th query, in which it is asked "Whether any special provisions are required in the case of houses occupied by carctakers," I have to state that my correspondents are all most unanimously of opinion that no change in the law is needed, and that the powers provided by the statutes now in force are quite adequate for cases of this nature, and have been found to work satisfactorily.

Query 9. As to the 9th query respecting the advisability of adopting a system of registration of labourers' dwellings, which would involve inspection, nearly all the gentlemen I consulted are of opinion that some system of registration is requisite, but there is a considerable diversity of opinion as to what is the best kind of inspection to adopt. Some gentlemen suggest that these buildings should be registered by the clerk of Petty Sessions, and should be periodically inspected either by an officer of the Board of Public Works, or by a sanitary inspector or other officers of the Poor Law guardians. The following have also been recommended as inspectors—the county surveyors, the constabulary, the relieving officers, and the dispensary doctors.

Beyond question it is desirable the houses should be periodically inspected, and a report made as to the condition in which they are kept. In my opinion this duty could be discharged more efficiently by the sanitary inspector of the district than by any other local official, and for the purpose of such inspection I think that all houses built under the Act ought to be registered by the clerk of the Poor Law Union.

Query 10. By the 10th query I am asked whether "I can suggest any modification in the existing regulations for procuring loans, which would tend to encourage more numerous applications, and to simplify the present mode of obtaining advances?"

Various suggestions have been made by many of my correspondents; they are almost unanimous upon the necessity of some simplification, and seem to be of opinion, that while the present regulations are in force very few farmers will resort to the Board of Works for aid.

The first thing to be done is to place the means of obtaining information as to the terms and conditions on which money will be advanced within easy reach of the farmers.

With a view to this, Mr. Sankey, agent over large estates in Fermanagh and other counties, and a gentleman of much experience, suggests that the clerks of Petty Sessions should be employed to keep forms of applications for loans, and should, at the request of intending borrowers, fill up these forms, and forward them to the proper authorities, and they might be supplied with small books or pamphlets containing information as to the terms on which the Board were willing to make advances, which might be sold to farmers at a small price.

I think it would also be advantageous to give the same powers to clerks of Poor Law Unions, and post masters and mistresses at the various money order offices through the country. The Petty Sessions clerks however, are admirably fitted to discharge duties of this nature, they are of easy access, have plenty of time on their hands, and understand the filling up of forms, being accustomed to keep registers, and such other books and records as are in the custody of the Petty Sessions courts; a scale of fees might be fixed for their remuneration, or stamps might be used for that purpose, and such a method of payment would make it their interest to circulate information, and to induce farmers to take advantage of any opportunities afforded to them.

Again, it is of importance that the costs of making application and obtaining loans, and having plans, &c., made, should be reasonable.

I think that the Court of Quarter Sessions would be the cheapest and best tribunal, before which the tenant could be invited to establish the facts entitling him to an advance from the Board under the Act. The chairman could take the necessary evidence, and report it to the Commissioners.

The Civil Bill Court moreover, is a tribunal with which the farmers are generally familiar, and it is readily accessible, and is not expensive. It has other advantages besides. Under the Land Act of 1870, the Commissioners of Public Works are empowered to make advances both to landlords and tenants, under certain circumstances, and it is provided that the lands in respect of which such advances are made, shall upon an order to that effect being made by the Civil Bill Court, stand charged with annuities at the rate of £5 per cent. on the money so advanced for the term of thirty-five years; and by the 56th section, provision is made for the registration by the clerk of the peace of all charging orders so made by the Court.

There is, therefore, in these courts, a machinery for registering such charges as must be created on holdings, if farmers are to be induced to avail themselves of any powers of borrowing from the

Board of Public Works. It is obviously unadvisable to multiply methods of registration, for to do so, would in the north of Ireland at least, increase the expense of selling farms, and thereby interfere with the ready transfer of a holding from one tenant to another, as it would render it necessary in all cases to make complicated and expensive searches for incumbrances in different registry offices previous to a sale.

A tenant should also be able to get advances upon the security of a *tenancy* from year to year, at least, he should in the north of Ireland, where he can borrow upon the security of his tenant-right.

Notice of an application should in all cases be given to a landlord, and should also be published in the local newspaper, in order that if the applicant have any creditors, they may have an opportunity of coming forward and objecting.

The landlord should have power to make an agreement with the tenant, whereby the latter might undertake to pay an increased rent to the landlord on condition of his giving security for the tenant when obtaining a loan.

The last two queries in your letter relate to the class of house best suited for a labourer's dwelling.

I have consulted a number of gentlemen and farmers, personally as well as by letter, with regard to this subject.

I find there is a great diversity of opinion amongst them, so much so, that I believe it would be impossible to frame any plan of house, which would be generally acceptable, and I am persuaded that the best course to adopt would be to make a collection of specimen plans, easily understood, and not too expensive, and to let each applicant select from among these plans the one which pleased him best, and if he did not like any of them, then to give him leave to submit a plan of his own to the architect or other officer of the Board of Works for approval, and if the plan be approved the person submitting it should get permission to build in accordance with it.

There is likewise much difference of opinion as to the expense of building a suitable cottage for a labourer. The bulk of the tenant farmers seem to think that a good and sufficient dwelling could be constructed for less than £50, while the landlords and gentry in many instances, are in favour of a more costly style of building, and calculate the sum necessary at from £40 to £80.

There is however considerable unanimity as to the amount of accommodation requisite for decency and comfort. The prevailing opinion is, each house should contain a kitchen or living room, open to the roof, and two sleeping rooms on ground floor, and over these bedrooms a garret or loft, and that there should be a yard at the rear, and in it a privy and a cesspool or manure pit. I think there should also be a pigsty, as nearly all cottagers keep pigs, and where the grass for cow is given, there should also be an outhouse or shed for a cow.

As to the most desirable description of roof for a labourer's house, whether of slate or thatch, there is a remarkable concurrence of opinion amongst the parties. I have consulted farmers

as well as gentry, and with hardly an exception, they have declared in favour of a roof of slates in preference to one of thatch.

It is admitted that a thatched house is warmer and more comfortable than a slated one, but as thatch is so constantly in need of renovation, and the cost of keeping it in repair is so heavy, owing to the high price of straw, the farming class as a rule, are now entirely averse to it.

Slates are more expensive in the first instance, but in the long run are considered to be far cheaper, and where the roofs of slated houses are properly boarded or ceiled on the inside, the dwellings are nearly as warm as a thatched house.

I do not feel in a position to suggest any alteration or change in the various plans of labourers' dwellings which you sent with your letter.

Three plans have been more or less approved of by the parties whom I consulted on the subject of them; however on the whole, they are considered rather too expensive for general purposes.

Many gentlemen, and also farmers, are strongly in favour of having blocks of two or more houses built together contiguously, as it is estimated that a saving to the extent of one-third of the cost of each cottage is thereby effected.

I annex the following plans of labourers' cottages, which have been forwarded to me, and which have been favourably reported on.

No. 1 is a plan for a block of four houses built by J. Adams, esq., J.P., D.L., of Ballydevit, county Londonderry.

*Drawing,
No. 25.*

It appears the four houses cost £181 7s. 6d., or £45 6s. 10d. for each house.

A letter from Mr. Adams, giving some particulars respecting these houses, as well as the specification, is attached to the plan.

Blocks of houses of nearly the same description have been built in this immediate neighbourhood. The plan is very simple; in fact, the house is nothing more than one large, lofty room, extending from gable to gable, with either one or two bed-rooms, according to size of house, partitioned off at one side, and over this partition a sleeping loft, railed round, and the entire roof left open. At the back door there is a porch, which is used for washing.

The people who live in these cottages seem to approve of them as dwelling-houses, and where the family is small and the children young the accommodation is considered to be quite sufficient.

The proprietor has informed me that he has recently erected a number of them, and that the cost of each house did not exceed £35.

This is perhaps the lowest and cheapest description of house which could be recognised with any regard to decency and comfort.

No. 2 is a plan of labourers' houses built by Mr. Mc'Crea, of Grange, county Derry—a very extensive farmer and a gentleman of much experience in building. A letter from him explaining the accommodation, and also an estimate of the cost, are attached to the plan.

*Drawing,
No. 26.*

In writing to me he states that "these houses obtained the Agricultural Society's premium, with a certificate from the judges that they left all competition far behind."

Drawing,
No. 27.

No. 3 is a plan of two labourers' houses, built contiguous to each other.

I received this plan from Captain Strong, J.P., agent over Sir Henry Bruce's and other estates in county Derry.

Drawing,
No. 28.

No. 4 is from Mr. Sankey, the gentleman already referred to in this report. He gives plans of three cottages, and he considers they are the lowest class of houses which should be built.

I have now laid before you such information as I have been able to collect, and offered such suggestions, either my own, or else obtained from others, as seemed to me likely to prove useful. I regret that I have not been able to do more, but my apology for the imperfections of this report must be the very peculiar and difficult nature of the subject, relating, as it does, not to such matters of fact as are within the cognizance of all, but to matters of opinion regarding which there may and does prevail the widest diversity of views, even amongst those who are most intimately familiar with the facts—facts, too, which are but little likely to be brought under the notice of a Poor Law Inspector in the discharge of his ordinary and customary duties.

I have the honour to be,

Gentlemen,

Your obedient servant,

(Signed)

R. HAMILTON.

(B.)

PLANS OF LABOURERS' COTTAGES.

Drawings,
Nos. 25 to
28.

No. 1.—From John Adams, esq., J.P., D.L., Ballydevitt, county Derry.

No. 2.—From Robert M'Crea, esq., Grange House, Strabane, county Tyrone.

No. 3.—From Edmond Strong, esq., J.P., Manor House, Coleraine.

No. 4.—From Mathew Sankey, esq., J.P., Lurgan Brae, Brookborough.

Ballydevitt, Ballymoney, 3, 6, 1872.

MY DEAR SIR,—I now have the pleasure of enclosing plan and specification for cottages. The contract price for *four* is £181 7s. 6d., or £45 6s. 10d. per house, according to this plan, &c.; but as two of the houses will be occupied by men having large families, I am getting them *lofted over the kitchen*, to give more room for beds, at an additional cost easily calculated.

I may add these are the cheapest I can think of getting erected, to give anything like comfortable accommodation. Other houses, better and a little more roomy, I got built and finished at £60 to £70 per house for workmen earning good wages; but they have to pay about £3 18s. yearly rent; rather, they are set weekly, at 1s. 6d. per week; and for the houses first named, now in course of erection, according to enclosed plan, &c., I intend to charge at only 1s. per week. They are for common workmen, earning from 9s. to 12s. per week.

If you wish any further information or explanation, I shall be happy to give it on hearing from you.

Yours very truly,

JOHN ADAMS.

R. Hamilton, esq., Poor Law Inspector, &c., Strabane.

Drawing,
No. 29.

SPECIFICATION of sundry WORKS to be done in building FOUR HOUSES for JOHN ADAMS, esquire, Ballydovitt, according to the accompanying *Drawing, No. 34.*
Plan.

Excavation.—Remove all soil, and dig out foundations to the several depths required, leaving all overplus stuff where may be approved of by Mr. Adams.

Foundations.—Lay all foundations with large stones, well and thoroughly hearted, so that a good and permanent foundation may be insured.

Brickwork.—All walls to be built of good, well-burnt brick, and in accordance with the sizes, either figured or measured, on plan; also to the several heights given.

Freestone.—Freestone blocks to all doors; door sills to be fire-clay, and slate sills to all windows.

Carpenter.—All the timber thorough to be deal, well-seasoned scantlings, as per plan; a movable step-ladder for four houses. Rafter and joints to be one foot space and place.

Slater.—Cover all roofs with good countess slates of approved quality, with wrought-iron nails, two to each slate; strapping around chimneys; all roofs rendered.

Plasterer.—All walls to be finished in two coats, and skimmed with lime putty; no pebble dashing outside; sand to be sharp, and free from loam. Outside of the houses to be rough-cast properly.

Floors.—Lay all floors, except bed-rooms, which are to be joists and boards, with good English tiles, bedded in mortar.

Spouting.—Provide and fix spouting on either eave of houses, 4-inch, having sufficient drop to carry away water.

Skylights.—Two metal skylights to large house, and one skylight to each of the small ones, properly fixed with lead, so as to secure against damp; about 3 feet by 1 foot 3 inches.

Grates.—Provide and fix six kitchen grates complete.

Outside doors to be all 1-inch sheeted and ledged.

Inside Doors.—All inside doors to be $\frac{3}{4}$ -inch sheeted, properly hung, and having sufficient fittings.

Painting.—All wood work to be properly primed.

General Conditions.—All the works to be done in a neat and workmanlike manner, and in the specified time, and to the satisfaction of an architect named.

Grange House, June 7, 1872.

DEAR SIR,—I have your note, and send you now the plan and elevation of the cottages, a description of which I gave you when returning the answers to the queries.

I have given you also an estimate of the cost for which, I think, they can be built; of course the difficulty, or facility, of procuring the materials would make the cost more or less.

I had a wooden model on a scale of an inch to a foot, with the roof attached to the back side-wall by a hinge, to enable a person inspecting it to see the arrangement of the inside, but I lent and have lost it.

The object I had in planning these was to give separate sleeping apartments to the different sexes, and to do so in as small a house and at as little cost as possible.

You will see at the entrance a porch of 6 feet by 5, with two doors, that on the windy side to be kept shut, while the other is open; this porch does for washing clothes, cooking vessels, &c., &c., and tends to keep the kitchen, which is the sitting and eating room, dry and clean.

The kitchen, 13 feet by 13 feet, has a beam, seen in the section on the line A B and coloured yellow, across from front to rear, which answers the double purpose of binding the roof, and being furnished with hooks and pins, of hanging up men's clothes at night in case they come in wet, so that they have them dry to put on in the morning.

The small apartment, 6 feet by 4 feet 8 inches, on right side of entrance door is a pantry.

Farther on is a bed-closet, 7 feet by 4 feet 8 inches, which was intended for the father and mother of the first tenant—they had been long in the employment of our family, and when their son married one of my house servants, I had to provide accommodation for the old couple near the fire.

The next in order is a bedroom, 7 feet by 7 feet. Then a small sitting room with a table, chest, clock, &c., 10 feet 6 inches by 7 feet.

You will see that all except the kitchen are lofted; that over the sitting-room and bedroom is entered by a step ladder, which is hooked up when not wanted, to prevent children running up and falling.

I hope this may be satisfactory; it is long since I saw the necessity of providing better accommodation for our labourers, and if we had been protected as we now are by the Land Bill, we might now have a better supply of labourers. I lost mine, and that has deterred some of my neighbours from building, lest they should be similarly treated.

Believe me, dear sir, very truly yours,

ROBERT M'CREA, Senior.

R. Hamilton, Poor Law Inspector, Strabane.

Drawing,
No. 36.

ESTIMATED COST OF DETACHED LABOURERS' COTTAGES, built by ROBERT M'CREA, Grange House, co. Tyrone.

		£	s.	d.
58 Irish perches, rubble masonry,	at 8s.	23	4	0
6½ squares roofing,	at 53s.	17	4	6
4 squares flooring,	at 25s.	5	0	0
7 doors, including frames, locks, and painting,	at 9s.	3	3	0
7 windows, including frames and painting,	at 7s.	2	9	0
194 square yards plastering,	at 2d.	1	12	4

Total cost of each cottage, £52 12 10

NOTE.—If kitchen flagged, extra, £2 10 0

No. 8.—REPORT from Dr. BURKE.

(District comprised in the Counties of Armagh, Cavan, Fermanagh, Kildare, King's County, Longford, Meath, Monaghan, Queen's County, and Westmeath.)

Belmont, Mullingar,
5th July, 1872.

GENTLEMEN,—The importance of the subject, coupled with an anxious desire not alone to obtain most reliable information, but to be enabled at the same time to state my views from present as well as past actual personal knowledge and observation, must be my excuse for not replying earlier to your communication of the 9th May last, No. 78, M. 72, which, with its enclosures, I had the honour to receive in due course, relating to the question whether any amendment of the existing law can be made with

advantage for the purpose of promoting the construction of an improved description of labourers' dwellings in this country.

Previous to replying to those particular points on which the Government desires to obtain information, as indicated by the queries set forth in your circular, I beg leave to state that from my experience and knowledge of the labouring classes, the result of constant intercourse with them for several years past, I have been long since impressed with their unheeded and neglected condition, which I am perfectly convinced is a cause of much discontent, a large amount of which continually floats on the surface of their community, not alone throughout the country generally, but more particularly in towns where they are more densely congregated, and inhabit wretched over-crowded, ill-ventilated hovels of the most scanty accommodation, reeking in very many localities with filth and squalid misery.

To the queries set forth, after careful consideration, I beg to reply *seriatim*, as follows:—

1. What would be the most convenient and suitable tenure for labourers' dwellings?

An annual tenancy, to be determined by a three months' notice to quit, and summons before magistrates at petty sessions on proof of misconduct; compensation for crops to be awarded on proof of their value.

2. What quantity of land might be attached to or let with the cottage?

Half an acre statute (*at least*).

3. What should be the maximum amount of rent for house and land which should properly be within the statute?

£4 per annum, or £5 if in the immediate vicinity of a large town.

4. If the letting be in writing could a short and simple form be suggested?

I would suggest the more simple the better, for instance, I, A.B., propose hereby to become tenant to C.D. for the cottage and plot of land measuring half an acre or thereabouts, situated at E., in the townland of F., in the electoral division or town of G., union of H., county of I., at the yearly rent of £4, and hereby agree to render myself removable from said cottage and plot (upon the service of a three months' notice to quit) for non-payment of the rent as agreed upon, or infliction of any damages or injury to the said cottage or premises beyond fair wear and tear to be decided by competent authority, the owner or landlord, C.D., to maintain said cottage and premises in fair habitable repair.

5. If the letting be not in writing what should the landlord be bound to do?

In my opinion the letting should be in writing.

6. What authority should decide whether landlord had complied with requirements of Act?

Presuming the building loan to be given by the Board of Works, the competent authority should be their inspector, or an officer specially appointed for that specific purpose, not connected officially or otherwise with the county.

7. What restrictions, if any, should be imposed on tenants letting cottages to labourers under this Act?

Sub-letting, if proved before the magistrates at petty sessions, should be considered as equivalent to a notice to quit, and denoting a breach of contract.

8. Are any special provisions required in the case of houses occupied by caretakers?

None that I can see, they being already provided for sufficiently in the 23rd and 24th Victoria.

9. Could any system of registration of labourers' dwellings, involving inspection, &c., be adopted with advantage?

With decided advantage, I believe, and therefore would recommend all labourers' cottages to be registered in a register of such to be kept by the Clerk of the Union, describing the situation and other necessary particulars of each, every such cottage to be liable at proper hours to the inspection of the sanitary officer of the district, or other officer named under the Act.

10. Can you suggest any modifications in the existing regulations for procuring loans which would tend to encourage more numerous applications, and to simplify the present mode of obtaining advances?

The present regulations appear to me to be insufficiently accommodating.

As regards the additional points for inquiry in reference to the published designs of the Board of Public Works for labourers' dwellings, I have to state that No. 1 design appears to me to be the most suitable, yet might be much improved by the introduction of a few narrow louvered openings in the roof for ventilation purposes as well as the substitution of the porch division noted dairy for a wash-house and ablution-room.

After due and careful consideration of the various designs submitted for my information and scrutiny, I feel no hesitation in stating, without the slightest bias or partiality, that the design of Mr. Barney is far superior, in my opinion, to any of those published by the Board of Works, being far more suitable to the habits and customs of the Irish peasantry, particularly as regards the roof being of thatch, to the utility, benefit, and healthfulness of which their belief clings with very unalterable tenacity, being according to their own ideas and wonted expressions "cooler in summer and warmer in winter than slates."

In the living-room, as designed by Mr. Barney the substitution of a large hearth in lieu of a grate, would in my mind be an improvement.

*Drawings,
Nos. 1 to 6.*

*Drawing,
No. 71.*

Presuming from his plan that a loft useful for many purposes and accessible by a properly shaped convenient ladder is intended to be constructed over the bed-rooms for the lighting and ventilation of such the accommodation of a window in the gable, to open upon hinges, appears to me to be most necessary.

The only other point demanding criticism in this excellent design of Mr. Barney, which makes due provision for every useful accommodation (even to that of "the hens") essentially necessary for the comfort, well-being, and health of a labouring peasant or small farmer and his family, is the non-mention of any department or sty for the pig, an animal though not ornamental yet invariably considered by the Irish peasant as a most useful, lucrative, and requisite adjunct to his house and family.

I have the honour to be, gentlemen,

Your most obedient humble servant,

(Signed) T. H. BURKE, Inspector.

To the Poor Law Commissioners.

I, A. B., propose hereby to become tenant to C. D. for the cottage and plot of land measuring half an acre or thereabouts situated at E in the townland of F, in the electoral division or town of G, Union of H, county of J, at the yearly rent of four pounds, and hereby agree to render myself removable from said cottage and plot (upon the service of a three months' notice to quit) for non-payment of the rent as agreed upon, or infliction of any damages or injury to the said cottage or premises beyond fair wear and tear to be decided by competent authority, the owner or landlord, C. D., to maintain said cottage and premises in fair habitable repair.

NO. 9.—REPORT from Mr. BOURKE.

(District comprised in the Counties of Clare, Galway, Kerry, King's County, Limerick, Queen's County, and Tipperary.)

Thornfield, Lisnagry,
10th July, 1872.

GENTLEMEN,—I have the honour to acknowledge the receipt of your letter of the 9th May, conveying the wish of Her Majesty's Government in Ireland that the Poor Law Inspectors should furnish any information in their power with reference to the possibility of promoting the construction of improved labourers' dwellings by amendments in the existing laws affecting the subject and directing our attention specially to certain points upon which our views and those of persons whom we might see fit to consult were desired.

Upon these points I have consulted various persons residing in the district, in whose judgment I felt confidence, and having carefully considered the subject myself, I beg leave to submit the following observations.

It is impossible to deny the importance, especially at the present moment, of improving the condition of the labourer, and no more

effectual means can be suggested than that of providing him with a dwelling suited to his wants, and an allotment of land in connexion with it. Whether any alteration of the existing laws can effect this object I will not take upon myself to say, I rather incline to think that it will not, and that any want of progress noticeable in this direction is due less to defects in the law or artificial impediments capable of being removed by improved legislation than to inherent difficulties which the social relations of the several classes of society are not calculated to overcome. I believe that neither landlords nor tenants are to any considerable extent alive to the advantages, social and economical, arising from the improved position of the labourer, and amongst those by whom this is felt and acknowledged there are few willing to submit to the necessary sacrifices. No description of dwelling suited to the decent and comfortable occupation of a moderately numerous family has yet been designed which (at present prices especially) will give a fair interest on the outlay without exceeding the amount a labourer can be expected to pay as rent. This may at once be seen by examining the reports of the Royal Agricultural Society of Ireland for the last twenty years, and the plans to which during that time special prizes have been awarded.

I do not therefore believe that any inducement held out in improved facilities for recovering possession or securing rent would remove the solid financial objections influencing some persons or the apathy pervading others, and I am not aware of any more substantial inducements that could properly be offered. Some persons whom I have consulted advocate a sort of rate-in-aid to assist landowners and farmers in improving their labourers' houses, and justify it on its tendency to reduce pauperism; others suggest that the terms upon which money is lent by the State should be calculated at a lower interest than is yielded by the funds. But these suggestions appear indefensible on principle, and even the more moderate proposal exempting labourers' holdings of a specified description from poor-rates and other taxes for a certain number of years on the certificate of the justices in petty sessions or the resident magistrate, is not free from objection and at best affords but an inadequate compensation.

But though I cannot persuade myself (nor do I find those I have consulted take a different view) that any legislation will advance the desirable object of improving the labourer's condition as regards his dwelling and his land, yet this affords no reason why the code on the subject should not be simplified and made more practical, nor why the regulations for borrowing money for building these dwellings should not be relaxed or extended wherever this may be possibly done with advantage.

At present the law applicable to town dwellings for the poor appears sufficient and requiring no alteration. But the two enactments relating chiefly to agricultural dwellings might no doubt be simplified and improved, and as the conditions affecting town and country tenements are not identical, it may perhaps be better

not to include them in the same Act. The principles which would appear applicable to agricultural dwellings are as follow:—

To ensure to the landlord or farmer that the house should be occupied by a labourer bound to work at current rate of wages and that summary means of recovering possession should be provided (1) in case labour was withheld whether by refusal or absence of the labouring member of the family, (2) rent one month in arrear, (3) premises sublet or lodged taken in without authority, (4) house damaged or kept in a dirty or unhealthy state, and the possession should at all times be recoverable on a six months' notice to quit.

The obligations of the landlord or lessor should be, (1) to provide accommodation suitable to the family occupying, (2) to keep the premises in sufficient repair and painted, (3) to provide not less than two roods nor more than four of ground attached to the house or contiguous; (4) for house capable of accommodating a family, with two roods of land, rent not to exceed £5 a year; or for a house suited to a single man, or married man without children, £4 a year, with a similar quantity of land. If more land then at a rent not exceeding 15s. a rood; (5) to secure to the labourer constant work at the current wages of the district. A breach in any of these particulars should not only debar the lessor from the summary remedies provided by the Act, but exposes him to proceedings on the part of the labourer.

It is not desirable, in my opinion, or in that of persons whom I have consulted, that any special definition of the accommodation to be provided should be introduced into the Act.

Its sufficiency should be left to the discretion of the tribunal having jurisdiction in such cases. Nor does it seem expedient that agreements should necessarily be in writing. It is important that the parties contracting should be left as much freedom in their dealings as possible; and if the principles to which I have already referred are laid down with sufficient distinctness in the Act it will be immaterial whether the parties seeking to take advantage of its provisions are bound by a written or a parole agreement. Under whatever form the house is held if it fulfil the requirements of the Act in the eyes of the judge, the contracting parties should be entitled to take proceedings under it. A form, however, might be given to be used or not according to the wish of the parties, and might be in the terms following:—

AGREEMENT for LABOURER'S COTTAGE, and ALLOTMENT under the provisions of the Vic., c.

The undersigned A. B. agrees to let, and C. D. agrees to take the tenement situated at in the townland of and parish of consisting of a house and yard and roods of ground (as more particularly described at foot hereof), from the day of 18 by the week, at the rent of shillings and pence, payable weekly on each and every Saturday.

And it is further hereby agreed between the said parties hereto that the premises forming the subject of this agreement shall be held subject to the terms and stipulations contained in an Act intituled an Act . . .

and passed in the year of the Reign of Her Majesty Queen Victoria.

In witness whereof we the parties herein before named have hereunto affixed our signature or mark this day of in the year 18

A. B.
C. D.

There is little doubt that a weekly tenancy would for all purposes be the most convenient.

With regard to the tribunal to adjudicate in cases of dispute between the landlord or lessor on the one hand, and the labourer on the other, I find the general opinion to be that no fitter court could be named than the Petty Sessions. But I confess that in my judgment there are some obvious objections arising out of the position of the magistrates as landowners, which might be supposed to influence their conduct in adjudicating on such cases, and I would suggest the propriety of following the precedent laid down in the 34 & 35 Vic. cap. 32 (Criminal Law Amendment Act), and constituting the resident magistrate sole judge, but having the assistance of two assessors, to be appointed annually by the Petty Sessions Court of the district.

I can see no good object in placing restrictions on tenants letting cottages to their farm labourers under the proposed Act.

Whatever the position of the lessor may be, if he has complied with the provisions of the Act he should be entitled to the privileges and immunities it provides. So far indeed from placing any restrictions on that class of persons, I would rather encourage them to place themselves within the protection of the Act by conforming to its provisions, and securing control over the houses of their labourers. It is but too certain that in many cases the labourer is at present at the mercy of the tenant farmer on whose land he lives, and who often exacts a high rent without corresponding accommodation. But no legislation can prevent improvident bargains, or hinder one man from taking advantage of the necessities of another. All that can be done is to refrain from affording exceptional facilities for the recovery of rent or possession of premises occupied by labourers unless fair terms of letting and reasonable accommodation have been given, and for greater certainty in this respect I think care should be taken against any improper use of the power now existing of recovering possession from servants or caretakers. The provisions of the 86th section of the 23rd & 24th Vic. cap. 154, are effective in such cases and are largely used. But in my opinion its operation should be strictly limited to *bona fide* caretakers paying no rent, and the terms "servants or herdsmen" be excluded, lest under this designation an actual farm labourer should be liable to summary ejectment under the Act, and be debarred from pleading the default of his landlord as regarded accommodation or the other duties imposed on him.

I am of opinion that no measure of registry and inspection could be attempted without risk of defeating the whole object in view. So distasteful would such a system prove that it would

probably render inoperative any enactment of which it formed part.

As regards the existing regulations for procuring loans from the Board of Works for building labourers' cottages, it appears to me that some alterations might advantageously be made.

1. I see no necessity in the case of owners of property for the restrictions of labourers' houses to such a number as the Commissioners may consider sufficient for the due working of the estate. If the security on which the loan is made is sufficient, I am at a loss to understand why any other limit should be placed to the number of the cottages.

2. I also consider that tenants under whatever tenure they hold their farms should be authorized to borrow money for erecting, altering, or adding to buildings, so as to create labourers' dwellings, and that the land itself should be security for the charge. But in such cases the landlord's consent should first be obtained, and the work should be limited to the necessities of the farm and not include speculative operations.

3. It might be right to consider whether a lower rate of repayment than five per cent. for thirty-five years would not adequately reimburse the Government for such advances.

Finally as regards the designs for labourers' dwellings, I confess myself unable to discover any merit in those issued by the Board of Works. No attempt at convenience seems to have been made; no washhouse, scullery, or pantry; no cupboards or recesses; no enclosed yard or piggery. In point of fact nothing but four slightly varied arrangements of one and the same plan; and in three of them the obvious defect of the sleeping rooms on the upper floor opening one into the other. Besides there is no estimate of expense which is an indispensable ingredient in arriving at any opinion of a plan.

*Drawings,
Nos. 1 to 20.*

In the proceedings of the Royal Agricultural Society are to be found the designs for cottages to which on various occasions have been awarded the society's medals, but many of them appear open to several serious objections. Perhaps those combining most convenience with the lowest cost are some erected by Captain Pack Beresford in the county Carlow, for which the Leinster challenge cup and provincial gold medal were awarded in 1862, and which are given at page 22 of the Society's half yearly report published in 1866. The chief defect of these cottages is their smallness. Mr. Barney's plan is commodious and the cost certainly very low. But I cannot approve of a paling to enclose the yard, and think the additional expense of a wall would be well laid out. Moreover I feel extremely doubtful about the propriety of thatching, which, while possessing the great merit of warmth in winter, coolness in summer, self contained ventilation, and above all the strong preference of the people, involves such a constantly recurring expense and is open to so much danger of fire.

*Drawing,
No. 21.*

But to my mind the only practical use of designs is to help persons who have no settled plans of their own, and to this end they should be of various kinds, some suited to a married man, without a family, with but one sitting-room and one bed-room, another with two smaller bedrooms where the family required no

further accommodation; and finally these, with two, three, or four sleeping-rooms, such as provided for in most of the plans. Specifications of the several works and schedules of the fair prices for each would assist persons about to build and give them latitude in fixing upon a plan. But the Board of Works or other parties charged with the duty of advancing money should not require cottages to be built after any particular design. Each proposal should be disposed of on its own merits, and the same assistance be given to the altering and adapting of existing buildings into labourers' cottages as to their erection, provided the design afforded decent accommodation, and was otherwise well considered. This aid should, in my opinion, be afforded quite irrespectively of whether the premises when completed were to be brought within the operation of the Act giving summary jurisdiction. That point will rest altogether with the court by which those powers are to be exercised.

In the course of my inquiries I have seen various descriptions of labourers' dwellings throughout this district, some recently erected, others of older date, but lately repaired and improved. At Foynes are two rows of well-planned and substantially built cottages erected by Lord Monteaigle, and on the estate of Mr. Edward O'Brien, of Cahermoyle, some excellent double and single cottages. In the county Clare also, and in the neighbourhood of Roscrea, I have seen cottages of various designs, all more or less well suited to the wants of the occupiers. But all of these which are agricultural share the same disadvantage of not returning sufficient interest on the outlay, and have been erected by landlords less with regard to profitable return than with a view to the comfort of those they employ. Such a feeling is not likely to influence tenant farmers; and yet it is amongst labourers in their employment that the want of good accommodation is chiefly felt; and to them, therefore, that such encouragements and inducements should be extended as any alteration in the law can hold out.

I have the honour to be, Gentlemen,

Your obedient servant,

R. BOURKE

AGREEMENT FOR LABOURER'S COTTAGE AND ALLOTMENT UNDER THE
PROVISIONS OF THE Vic. C

The undersigned A. B. agrees to let, and C. D. agrees to take, the tenement situated at _____ in the townland of _____ and parish of _____ consisting of a house and yard and _____ roods of ground (as more particularly described at foot hereof) from the _____ day of _____ 18____ by the week, at the rent of _____ shillings and _____ pence, payable weekly on each and every Saturday. And it is further hereby agreed between the said parties hereto that the premises forming the subject of this agreement shall be held subject to the terms and stipulations contained in an Act intituled an Act _____ and passed in the _____ year of the reign of Her Majesty Queen Victoria. In witness whereof we the parties hereinbefore named have hereunto affixed our signature or mark this _____ day of _____ in the year 18____.

A. B.

C. D.

No. 10.—REPORT FROM MR. HORSLEY.

(District comprised in the Counties of Cork, Kerry, and Limerick.)

Killarney, July 1st, 1872.

GENTLEMEN,—Adverting to your communication of the 9th of May last with enclosures, I have now the honour to submit, in as concise a form as possible, the opinions at which, after much consideration and much consultation with others, I have arrived with respect to each of the ten heads of inquiry suggested therein, in contemplation of some future legislation on the subject of labourers' dwellings in Ireland.

I have experienced great difficulty in offering on a question so wide and important, and embracing so many different interests, any very precise or practical suggestions; and if I am to judge from the fact of more than one-half of the persons to whom I applied for information having failed to accord any, or reply at all to my communications, this difficulty appears to be very generally shared by the classes whose interests are more directly and intimately concerned. I have, therefore, confined myself to merely replying *seriatim* to the ten queries propounded, and to furnishing the replies of those parties who, in compliance with my request, have kindly afforded me the benefit of their experience and local information.

With respect to the designs for labourers' dwellings furnished by the Board of Works and Mr. Barney of the Poor Law Commission Office, I have no suggestions to offer in the way of amendments or alterations further than to state that in my opinion thatched roofing is quite unsuitable to the wet climate of my district, while at the same time it would in the long run be found more expensive than slating; and that I believe concrete building in point of cheapness, durability, and suitability to this climate, would possess great advantages over stone and mortar.

*Drawings,
Nos. 1 to 20,
and No. 21.*

I have the honour to be, Gentlemen,

Your very obedient servant,

SAMUEL HORSLEY.

To the Poor Law Commissioners,
Poor Law Office, Dublin.

MR. HORSLEY'S REPLIES TO QUERIES relating to the QUESTION of
LABOURERS' DWELLINGS in IRELAND.

Query 1.—What would be the most convenient and suitable tenure for labourers' dwellings?

This question appears beset with difficulties.

It would, I think, be scarcely possible to devise or frame for all Ireland any uniform tenure for labourers' dwellings which could thoroughly apply to or suit the infinite variety and conditions which, according to different localities and usages, exists between labourers and employers, especially in regard to length of hiring, amount of wages, and privileges allowed to labourers in lieu of wages, such as turbary, grazing for a cow, sheep, pigs, and even geese.

Upon the whole, I am disposed to think that in all cases the tenure of a labourer's dwelling should be regulated by the length of the term for which he is hired by the occupier or owner for the time being of the land on which the dwelling stands, provided such term be not for a shorter period than one month, nor for a longer one than one year; and I think also that in the event of a proprietor building under Section 10 of the Irish Land Act, he should be able to evict summarily a tenant labourer, should he refuse to work at a reasonable or at the current rate of wages, for the tenant of the farm from which the site of the dwelling and the land attached thereto has been taken up.

The opinions both written and oral which I have received on this question are so various and conflicting that they can be best expressed by "*quot homines tot sententias*."

Query 2.—What quantity of land might be attached to, or let with, the cottage?

In no case, I think, should more than half or less than a quarter of a statute acre of land be let with the labourer's cottage; but whether the greater or the smaller quantity be given, it should be arable land, fit for tillage, and be delivered up in good heart to the tenant.

Any greater quantity of land would probably have the effect of distracting the labourer's attention from his employer's work to mind his own.

Any measure that would encourage him to look upon himself as a holder of land or small farmer should be carefully avoided, otherwise it is to be feared that the state of matters which preceded the famine years might again grow up in Ireland, namely, an agricultural population that could not be truly classed as farmers on the one hand, nor as labourers on the other, but all would be scrambling for existence in both capacities.

Potato ground might be given to an agricultural labourer at a moderate rate each year by his employer, but it should be tilled entirely by the latter.

Query 3.—What should be the maximum amount of rent for house and land which should properly be within the statute?

I think the maximum rent for both cottage and land might be limited to £5, if let by the year, or at that rate for any shorter period, not being less, however, than one month; and in this case perhaps the provisions of sections 81, 82, 83, and 84 of 23rd and 24th Vic., cap. 154, might be so modified and incorporated with the new statute as to render it applicable to all cottier tenancies, whether the dwellings or cottages shall have been built by the owners in fee or by their tenant farmer.

Although I have suggested £5 as a maximum rent, I have been well assured that throughout the length and breadth of my district not more than one *bond fide* agricultural labourer out of a hundred could, at the present rate of wages, afford to pay more than one shilling a week for house-rent alone; and it would be useless to expect that either landlords or tenants would apply for

loans for the purpose of building labourers' cottages unless they had a fair prospect of receiving, in the shape of rent, a reasonable rate of interest, in order to provide for their liabilities to government, and meet the cost of upholding the cottages when built.

Query 4.—If the letting be in writing, could a short and simple form be suggested?

In order to avoid litigation, which so frequently arises out of parol agreements, the letting should always be in writing, and I think that these written agreements should be exempt from stamp duty, inasmuch as cottier tenancies would probably be subject to very frequent changes.

I herewith transmit a form of agreement which might, with slight alterations, be made to apply either to the case where the owner in fee is the labourer's landlord, or to the case where the tenant occupier is so.

THIS AGREEMENT witnesses that _____, as landlord, agrees to let, and that _____, as tenant, agrees to hold the following tenement, viz:—a house, yard, and garden on the lands of _____, in the county of Kerry, from the _____ day of _____, 18____, by the month, at the rent of _____ shillings and _____ pence monthly. And it has been also agreed that such tenement, having the requisites specified in the Act 23rd and 24th Victoria, chapter 154, constituting a Cottier Tenancy shall be kept and maintained in tenantable condition and repair by the said

Signed _____ landlord, _____ day of _____ 18____

Signed _____ tenant, _____ day of _____ 18____

Witness

Query 5.—If the letting be not in writing, what should the landlord be bound to do in order to exercise the summary powers given?

Should the letting, however, be merely a parol one, the landlord, in order to exercise the summary powers given under the Act, should be bound on the one hand to prove to the satisfaction of a competent tribunal that he let the dwelling in a proper state of repair in every respect, and had so upheld it, and that he had fulfilled all his engagements with the tenant in regard to wages and other arrangements, and on the other hand prove that the tenant had violated the covenants of his engagement with him as a labourer in some important particular.

Query 6.—What authority should decide whether landlord had complied with requirements of Act?

In reply to this query I think it seems to be the general opinion in my district that two justices or more in petty sessions, or a resident magistrate sitting alone, should be the authority to decide whether the landlord has complied with the requirements of the Act, power being given to appeal to chairman of quarter sessions; but no landlord or agent should be permitted to act as a magistrate in any case in which he may have an interest.

Query 7.—What restrictions, if any, should be imposed on tenants letting cottages to labourers under this Act?

Many of the persons whom I have consulted and corresponded with on the subject of this question appear to consider that no restriction whatever should be imposed upon tenants letting cottages to labourers, while others are of opinion that no labourers' cottages should be built without the consent of the owners in fee of the land. Still it may perhaps be worth consideration whether, in order to prevent abuses on the part of the tenants, some such restrictions as the following might not be adopted with advantage:—

1. Prohibition against letting a cottage to more than one *bona fide* agricultural labourer and his family, and against forcing upon him either as joint tenants or lodgers any other persons whatsoever.

2. A like prohibition against letting to their sons or daughters, or any other person except an agricultural labourer or artisan necessary to the working of the farm, a cottage erected under the Act.

3. The exaction from the tenant labourer of such a rent as would leave to the tenant a profit rent after paying the interest and instalments on the Government loan, and the cost of keeping the tenements in proper repair, might be made illegal and the rent irrecoverable.

4. It would probably tend very much to prevent disputes and litigation were the tenant compelled to pay his labourer's wages weekly in cash, deducting therefrom, if it were so arranged, the amount only of his weekly rent.

Query 8.—Are any special provisions required in the case of houses occupied by caretakers, &c.?

No special provisions beyond those in existing enactments with reference to houses occupied by caretakers appear to be necessary, further than that in any case where a caretaker is put into a labourer's dwelling built under the Act, the landlord or owner should be bound to keep it in as good repair, &c., as if the caretaker were a tenant.

I annex a form much in use in this district with reference to caretakers:—

I, _____, whose name is hereunto undersigned, do hereby acknowledge that the house I now occupy I occupy as caretaker thereof, and not as tenant, to take care of same for _____ as long as he may think fit to permit me so to occupy as such caretaker, and not otherwise.

Dated this _____ day of _____, 18 _____.

Query 9.—Could any system of registration of labourers' dwellings, involving inspection, &c., be adopted with advantage?

Were the labourers' dwellings and allotments under the Act exempted from poor rate and county cess, some direct encouragement would be given both to proprietors and tenants to build, and in this case each dwelling might for a small fee, say one shilling,

be registered with the Clerk of the Union in which it might be situated, and the Relieving and Sanitary Officers might be required to visit and report upon the condition of each to the Board of Guardians, either yearly or half-yearly, in their respective districts.

Should the report of the Relieving and Sanitary Officer be unfavourable with regard to the habitable condition of a labourer's dwelling, the Board of Works, on being so informed by the Board of Guardians, might order an inspection of it, and direct the landlord to remedy within a given time the proved defects, on pain of having the balance of the loan still due by him peremptorily called up.

Query 10.—Can you suggest any modifications in the existing regulations for procuring loans, which would tend to encourage more numerous applications, and to simplify the present mode of obtaining advances?

In two-thirds or more of my district the agricultural holdings^a are individually so insignificant in extent and valuation, that the tenants could not take advantage of an Act enabling them to borrow money for the purpose of building labourers' cottages.

In point of fact, were such dwellings to come up to the minimum standard as at present required in the plans furnished by the Board of Works, and others, the labourer would in most instances be better, as well as more decently housed than his employer. Under these circumstances it is obvious that the proprietors of the soil are the class who must be looked to to provide proper accommodation for agricultural labourers and their families; but it is scarcely to be expected that that class will, either from pure benevolence or from a desire for appearances, embark to any great extent in expenditure which will pecuniarily offer them no corresponding advantage, nor any additional security for their rents, unless every facility were to be given them for borrowing money on abnormally moderate and liberal terms.

The preliminaries for obtaining loans from the Board of Works should be made as simple, as little harassing, and as inexpensive as possible; and I concur in a suggestion made by one of my correspondents, Lord Ventry, that the Board of Works should be empowered to grant loans on *completed cottages*. He writes:—

"By this arrangement a landlord, on completing one or more cottages, would apply for inspection and a loan, which in turn would be expended on building other cottages, and so on. The period for such application might be restricted to within six months of completion of such cottages. All preliminary inspection and approval of plans would by this means be avoided."

The landlord, however, would have to prove title before obtaining the loan.

SAMUEL HORSLEY, P.L.I.

July 1, 1872.

LIST of PERSONS from whom MR. HORSLEY received REPLIES on the QUESTION of LABOURERS' DWELLINGS with the number on their respective papers.

1. EDWARD O'BRIEN, esq., Cahirmoyle.
2. LORD VENTRY.
3. GEORGE HEWSON, esq., Ennismore.
4. THOMAS GALLWEY, esq., Killarney.
5. THE KNIGHT OF KERRY, Valentia.
6. Writer not known.
7. SIR RICHARD THEODORE OUFEN, Ardally, Kerry.
8. JOHN F. GODFREY, esq., Kilcoleman Abbey.
9. EDWARD CURLING, esq., Newcastle.
10. TOWNSEND TRENCUT, esq., Kenmare.
11. SAMUEL HUSSEY, esq., Ellinburn, Tralee.
12. B. L. FLEMING, esq., Newcourt, Skibbereen.
13. WILLIAM ROWAN, esq., Belmont, Tralee.
14. EUSTACE LEADER, esq., Mount Leader, Millstreet.
15. JOHN BECKER, esq., Castle Hyde, Fermoy.
16. WILLIAM NORTHWOOD, esq., Ballyhalwick.
17. RICHARD MAMONT, esq., Dromore Castle, Kenmare.
18. LEOPOLD SHULDHAM, esq., Coolcalure, Dunmaaway.
19. DANIEL CONNER, esq., Manch House, Ballineen.
20. LORD HEADLEY, Aghadee House.
21. GEORGE SANDER, esq., Listowel.
22. ROBERT ELES, esq., Glensrone, Abbeyfeale.
23. GERARD O'CONNOR, esq., Tralee.
24. MR. HENRY DORAN, The Park, Killarney.
25. THE O'DONOVAN, Lizard, Skibbereen.
26. JOHN SEALY, esq., Castletland.
27. T. SOMERVILLE, esq., Drishane, Skibbereen.
28. GEORGE TRENCUT, esq., Abbeylands, Ardfort.
29. WILLIAM TALBOT CROSSIE, esq., Ardfort Abbey.

1. EDWARD O'BRIEN, esq., Cahirmoyle, Newcastle, Co. Limerick.

1. I should for myself say monthly, and I have made my own labourers monthly tenants, and find no objection on their parts to this tenure. But I am informed by persons of the class of large farmers to whose practical opinion I attach much importance that a much longer term, from six to twelve months would be desirable, as being more acceptable to the labourer, and they state that the inconvenience which might result in isolated cases from the longer tenure would be much more than counterbalanced by the advantages arising out of the greater contentment of the labourer. On the whole, I think that the maximum length of tenure should be one year, and that the employer and employed should be allowed to arrange for any term within the maximum.

Whether a long or short term be adopted possession ought to be recoverable at petty sessions in all cases where there is an agreement in writing in statutable form.

2. About one acre free of waste. This quantity admits of a simple rotation being adopted, which is of great advantage to the labourer.

3. If by this be meant, "what amount of rent a tenant might be permitted to receive from a labourer without incurring the penalties attached to subletting," I should say that £8 or £10 should be fixed as a maximum. A good labourer's cottage with out-offices cannot be built and enclosed for much under £100; and it is probable that in the course of a few years labourers will be able to pay interest on this sum at five per cent. A statute acre, free of waste, would, in some lands, be worth £4 or even £5. Under the most favourable circumstances, therefore, a

labourer might be in a position to pay £8 or £10 per annum for house and garden, and it would not be desirable to introduce any restrictions into the arrangements of employers and employed other than those which are required to protect the landlord against subletting to persons who would be under-tenants rather than *bona fide* labourers.

6. It would appear to be impossible to answer this query without knowing something of the nature of the proposed requirements.

7. The letting should be to *bona fide* labourers. It should in all cases be in writing and in statutable form. The tenant should be bound to keep the cottage in repair. Non-observance of these conditions (or any of them) should render the tenant liable to the penalties attached to subletting.

8. It would perhaps be desirable to discourage (if possible) the practice of letting houses or land to persons who are ostensibly caretakers, but in reality quasi-tenants. Much difficulty is occasionally experienced by magistrates (in cases of ejectments brought against caretakers) in deciding whether the person against whom the ejectment is brought is a *bona fide* caretaker, a tenant, or a holder for temporary purposes; and if (as I propose) the Petty Sessions Courts should have power to give decrees for possession of labourers' holdings some clear definition of the words "caretaker" and "labourer" ought to be laid down for their guidance.

9. I am inclined to think that some authority (whether the Board of Works Inspector or the Sanitary authorities) might, under restrictions, be empowered to condemn houses unfit for human habitation, and to obtain an order from the Court of Quarter Sessions on the landlord compelling him to rebuild or repair such houses. But so stringent a measure could hardly be carried out in justice to the landlords unless the conditions under which the Board of Works lends money for building houses be greatly relaxed as to requirements; so that the sum required to rebuild or repair such houses should be so moderate that the landlord might see his way to obtaining a rent which would pay the interest on the loan.

10. I must premise that in my opinion the class to which we must look for the improvement of labourers' dwellings is not the class of landlords, but that of tenant farmers, who are most immediately concerned with the labourer. The landlord has no sufficient inducement to interest himself in the matter. Labourers' cottages (except for persons in his own employment) are a bad investment for him; they do not pay directly, and he does not require the additional security for his rent which they may be supposed to supply. But the tenant is, and begins to feel himself, strongly interested in the comfort of his labourers, and he can build a sufficient house much more cheaply than the landlord, or at least in such a way that he feels the outlay very little. I think, therefore, that every possible facility to build should be given to the tenant; and with a view to this I should suggest that he should be empowered (as far as is practicable) to obtain loans from the Board of Works. I would even go so far as to say that (under certain restrictions) the tenant ought to have power to compel the landlord to take out a loan for building cottages, or else to borrow the money himself, the landlord's estate becoming chargeable with the instalments in the event of the tenant failing, and his interest being insufficient to meet them.

The requirements of the Board of Works as to number of rooms, and other points might, I think, be considerably relaxed; and I believe that its proceedings might be much simplified. For instance, I cannot see any necessity for preliminary plans and specifications, which add materially to the expense and trouble, and puzzle and alarm many who

would be applicants for a loan. It would appear to me to be sufficient that on the Board of Works Inspector reporting that a cottage was required and would be a *bona fide* improvement to at least the extent of the loan asked for, and on the applicant's entering into sufficient security, a loan not to exceed a certain amount should be granted conditionally, and, on the completion of the work, should be confirmed as to so much of the expenditure as the Inspector should certify for. The building should conform to a few very simple requirements, chiefly as to the nature of the material and workmanship. A three-bedroomed cottage with out-offices is doubtless very desirable, but unfortunately it is so expensive that it does not pay, and the high standard that has been fixed on, together with the troublesome and expensive preliminaries, has been the means of completely frustrating the intentions of the Legislature. Surely a substantial house containing two or even only one bedroom (especially if so constructed as that it might be enlarged) would be an immense improvement on the miserable and pestilential hovels in which most of our labourers are lodged.

I think any tenant valued at £30 or over should *prima facie* be allowed to build and enabled to borrow public money.

The rate of interest charged by the Board of Works is as reasonable as can well be expected, and I doubt whether anything would be gained by extending the period of repayment beyond thirty-five years.

I may perhaps be permitted to remark (although it is not exactly an answer to this query) that I think a tenant who builds a reasonable number of *bona fide* labourers' cottages should be expressly empowered to claim for them as for other permanent buildings.

2. REPLIES from LORD VENTRY.

1. When there is a written agreement labourer to quit on one month's notice; in other cases three month's notice to be required. Compensation for crop in the ground to be given in all cases.
2. Not less than $\frac{1}{2}$ of or more than 1 statute acre.
3. Difficult to answer. To come under the statute, I consider the rent of dwelling and land ought not to exceed £5.
4. If the statute is well drawn and provides summary means of enforcing contract and resuming possession, there ought to be no difficulty in devising a short and simple form of agreement.
5. Landlord ought to keep dwelling in repair, including drainage, to let at least $\frac{1}{2}$ acre with it, and not charge rack rent.
6. Two Magistrates at Petty Sessions. Previous notice to be served on the occupier. Neither landlord nor agent to act in any case in which they have an interest.
7. The number of cottages should be restricted, and should be made to depend on the amount of Poor Law Valuation of holding, and not on the extent. N.B.—I consider this an important distinction.
8. No. Except that every facility should be given for recovering possession from a *bona fide* caretaker.
9. An annual inspection of cottages might be made essential to entitle a landlord to the benefit of the proposed Act.
10. In my opinion it would greatly tend to simplify matters and encourage applications for loans, if they were granted for completed cottages approved by inspector. By this arrangement a landlord, on completing one or more cottages, would apply for inspection and a loan,

which in turn would be expended on building other cottages, and so on. The period for such application might be restricted to within six months of completion of such cottages. All preliminary inspection and approval of plans would by this means be avoided.

VENTRY.

Burnham, 28th May, 1872.

3. REPLIES from GEORGE HEWSON, esq., Ennismore.

1. For twelve months, commencing with the year.
2. Half a statute acre attached to dwelling (or as near it as possible). Any more land for potatoes or other crops should be tilled by the farmer under whom he holds—otherwise he could not attend to farmer's work.
3. Three pounds a year is about as much as a labourer could pay for a suitable house and half an acre of garden land.
4. The shorter and simpler the agreement the better, as I consider the present law is so complicated, and possession so difficult to be obtained, it prevents farmers with houses letting them (even when empty). Everything should be done to make the labourers comfortable, but not to take him out of his place by making him a small farmer, or making him independent of the farmer, who supplies him with a house, etc., etc.
5. I think the letting or agreement should be in writing, stating rate of wages, etc. The landlord not to be able to exercise the summary power if he breaks that agreement.
6. The Quarter Sessions.
7. It should be an arrangement with his agent or landlord; as it could not be regulated either by extent or valuation, some farms requiring a greater number of hands than others. I think it should be made a special clause in the tenant's lease or agreement.
9. I think so.
10. A lower rate of interest on loans, specially granted for building labourers' cottages, would have a good effect, as it is an expenditure the farmer can expect no direct return from, as the rent of houses could never be made so high as to pay even 3 per cent. on cost.

GEORGE HEWSON, Ennismore, Listowel,
Co. Kerry.

June 1st, 1872.

4. REPLIES from THOMAS GALLWEY, esq., Killarney.

1. If it be essential to have a uniform tenure for all Ireland, I prefer a yearly tenure, determinable by a calendar month's notice to quit, to take effect at the expiration of the current year. But I do not think a uniform tenure expedient; I consider that the circumstances of each locality respecting the labouring class should regulate the tenure.

Whatever the tenure it should be made determinable upon the labourer refusing to perform his contract to work for the owner of the cottage.

2. The quantity of land should vary according to circumstances. In cases where land is valuable and employment regular and well remunerated, $\frac{1}{2}$ a statute acre would suffice. On the other hand, where the land has to be reclaimed and fenced, and employment precarious, and dependent on the season of the year, a much larger quantity of land might

be given. In many instances the Earl of Kenmare has attached as much as 3 or 4 acres of unreclaimed land to the labourer's dwelling with the best result.

3. A different standard is required for different parts of the country. Generally in country districts in the south the maximum should not exceed 40s.—in towns £3.

4. I recommend no form, further than a reference to the Act, and a statement of rent and term. The Act should specify the conditions applicable to all holdings created by virtue of its provisions. These should be few and simple. As regards the tenant, payment of rent and taxes, delivery up of possession at end of tenure, abstinence from wilful injury, and forfeiture in that event. As regards landlord, re-payment by landlord of outlay by tenant on land, or in repairs (unexhausted) of tenement.

5. He should show by independent testimony that the holding was under the Act.

6. A Resident Magistrate subject to appeal to Chairman of Civil Bill Court.

7. Farmers are in the habit of letting tenements to labourers at a rent to be liquidated by labour valued at so much a day. The rent is generally calculated at a maximum standard, and the wages at a minimum. As a remedy, I recommend that in holdings under the Act the wages should be paid according to the current rate, and the rent a reasonable rent. In case of dispute the Judge to decide. It should also be made a condition that accounts be settled at least monthly between employer and employed.

8. None.

9. No.

10. I strongly urge the policy of abrogating all restrictions upon loans for labourers' dwellings to proprietors, save such as relate to security for re-payment and certificate of competent surveyor of the outlay made. I think there ought not to be any Board of Works plans compulsory on borrowers. Plans involving outlays of £70, £80, or even £50, are merely prohibitory of the work required to be done. Every man is the best judge ordinarily of his own affairs, and of the requirements of his property. The Earl of Kenmare has built labourers' dwellings on every kind of plan, and at a cost varying from £150 to £10 and £20 the dwelling; and I believe that his lordship has advanced the condition of the labourers far more by the small than by the large outlays.

THOMAS GALLWEY,
Killarney.

24th May, 1872.

5. REPLIES from The KNIGHT OF KERRY, Valencia.

1. All should apply to lettings by the year, month, or week—the former term for established labourers, the two latter for such as are on trial—but the owner should be insured the speediest, simplest, and most inexpensive means of re-entry where he shall have complied with those conditions of the Act, which are considered necessary for the benefit of the labourer.

2. Certainly not more than a rood. I am disposed to think it should be less. You cannot give a labourer enough ground to provide himself with potatoes (their great ambition) without the danger of his being perverted from being a labourer into a kind of "pseudo" farmer. He

would require not merely as much land as would give potatoes sufficient for the year, but he must rest that ground after a season or two—in fact have a rotation with potatoes as a shift.

A farmer ought to give an established labourer a piece of potato ground,* and at a moderate rent, but whether that is a thing that can be regulated by legislation, I cannot undertake to say.

N.B.—A most experienced Scotch farmer laird, Mr. Merkiam, of Kelso, has stated that the labourer's garden should only be large enough to enable him to grow vegetables as a luxury, not to supply the staple of his food.

3. I do not think the average labourer could possibly pay more than 1s. per week, even for a much improved dwelling with a little bit of garden. But no doubt exceptional cases, where better dwellings and labourers are paid much more than average wages, would be in question, and they should be included within the limits of the statute, which should therefore go at least up to £5. If, however, it is expected that much can be done in providing better dwellings for labourers, it will only be by farmers seeing that it is their interest to do so, and seeking to attract and to retain permanently the best class of labour available, by giving to such improved dwellings, with a little bit of garden, rent free, or at a nominal rent, in addition to a fair weekly wage. But in order to induce farmers to take this view, it is indispensable that if they deal fairly with their labourers they should have the cheapest and readiest means of getting rid of a labourer who disappoints their expectations by bad conduct or by inefficiency.

4. Nothing easier, if the general conditions of the letting be settled and set out in the Act, than a short agreement, that one party lets and the other takes so-and-so, under conditions of statute.

5. To agree in the presence of witnesses to let to the labourer such and such a dwelling under conditions of statute.

6. I know nothing better than the Assistant Barrister, who now having to decide so many land questions, seems the natural party to deal with this.

7. It has been suggested that landlords should retain all labourers' dwellings at their own command and let directly to labourers, thus passing by the tenant who is the employer of the labourer. This feeling arose in consequence of the very hard way labourers were habitually treated by farmers when there was a glut of labour. Now this is all changed, and the labourer has the "whip hand" of the farmer and does not need the above protection. But at any time it would have been a mistake. It would inevitably "set up the back" of the labourer and lead to endless disputes. In those days a landlord should have left the dealing as to rent of house and other matters between farmer and labourer, but to have retained such a power over labourers' cottages as that, if appealed to by the labourer, and that he found on inquiry that he was wronged, he might have taken back the cottage into his own hands in extreme cases and let directly to the labourer. It is for wiser heads than mine to say if such a safety valve could be embodied in a statute. What has been said relates to all times, and to labourers' dwellings generally; but no doubt all dwellings that are created or brought under the statute, will be subject to conditions specially introduced for the benefit of the labourer—so that the farmer in reference to them will less need to be subject to any extra restriction.

8. If this refers to *bona fide* "caretakers," parties specially employed in looking after property of their employers, I do not see any need for special provisions. If it is a conventional name for a tenant subject to

* Not permanently, but to take one or two potato crops out of, in short seasons.

ejection or removal who is continued in possession of a tenement for his own convenience, and at his own desire. I think he should be made, if he is not already, as subject to instant removal as I assume a steward or any other servant to whom you give a dwelling while in your employment, would be.

9. I can see no difficulty but the expense.

10. I cannot. I can only say that it is of the utmost importance to make the process as simple as possible. But from my experience I do not think it is the difficulties as to forms of application that is the great deterrent to the rural mind. It is the difficulty of the subsequent accounts to be kept—the confusion arising after a progress report and inspection, from a portion of a work being rejected and a portion sanctioned—the difficulty of making your accounts tally with those of the Board, &c. I think all this might be very much obviated if the Board would consider the subject, and devise such forms and modes of keeping the accounts in the country as would be a guide to country folk. If all this was desirable before, it is doubly essential where loans are to be made in a lower stratum.

P. FITZGERALD, *Knight of Kerry*,
Glanleam, Valencia.

29th May, 1872.

6. REPLIES from ———.

1. A yearly tenancy, determinable by three months notice.
2. Half an Irish acre.
3. Think that £7 per annum for house and land should be the maximum, which should properly be within the statute.
4. The simpler and shorter the better.
5. If not in writing, the landlord should be bound to give satisfactory evidence of the terms thereof.
6. Think the Petty Sessions Court ought to have jurisdiction in this case.
7. Power only given to let for a term of twelve months.
9. A system of inspection and registration, well devised, would be of great benefit.
10. I have never applied for a loan, but I have heard from those who have applied that much time is lost, and considerable trouble and difficulty experienced in obtaining it.

7. REPLIES from Sir RICHARD THEODORE ORPEN, Ardtully, Kenmare.

1. Before answering, I think it right to protest in the strongest manner against any legislation which shall impose on landlords the necessity of providing houses for labourers. It should be left entirely to landlords to do as they please in that matter.

The Irish Land Act was carried through Parliament by the most enormous falsification of facts and misrepresentation of the general conduct of Irish landlords; and, I have no doubt, but that the same agencies will be employed to give another turn to the screw on the landlords of Ireland. The real motive for the Irish Land Act was never avowed—and it was well described by Judge Christian as an "Act to punish those who had done nothing wrong."

The labourers' tenure should be a weekly tenure, to be terminated in case of neglect to keep roof and premises in repair. There is not the slightest chance of labourers doing so otherwise. The labourers should be liable to forfeiture of a certain sum if premises let go out of repair.

2. Three quarters of an acre.

3. The rent should be such as to give a fair interest for the sum expended, and for the value of the land—or rather it should not be a money rent, but a weekly stoppage of so much out of the weekly wages.

4. The letting should be in writing, and no stamp should be required. It should merely state the amount to be stopped weekly in lieu of rent out of weekly wages, and might be held (though not expressing it) to contain a clause to keep in repair, to allow weekly reduction out of wages, to manure grounds properly, and to deliver up possession on a week's notice in writing—a few lines would be sufficient for this.

5. The letting should be always in writing.

6. I cannot tell what the Act may require, as it has not yet been passed, but I entirely object to the legislature or any one else interfering with the mode in which a landlord is to manage his estate.

I will only add here that I think every cottage should, for the sake of decency and morality have, at least, four rooms—a kitchen, a bedroom for labourer and wife, one for daughters up stairs, and one for sons below.

7. No tenant should be allowed to let lands or cottages to labourers, unless having a lease for 31 years, without consent of landlord; and any tenant who lets cottages or lands to his son, grandson, brother or nephew, though nominally as a labourer, shall be considered as having sublet or divided his farm, or part thereof, and as having incurred the penalty consequent on subletting or subdividing. Nothing else will prevent tenants from dividing their farms among their sons under pretence of employing them as labourers.

8. If a caretaker be in occupation for a month, it should be necessary for a magistrate at Petty Sessions to give an order to the police for putting him out on application of owner; but if in occupation for less than a month, the owner should be at liberty himself to turn the caretaker out, and if necessary, in either case, to break open the door.

9. I object to all registration or inspection, or interference, such as is here suggested.

10. I have nothing further to suggest, but again to protest against any further legislative interference with the rights of landlords. The Irish landlord is now little more than a rentcharger on his own estate.

If he finds it his interest to build cottages for labourers, he will do so, but no one should be allowed to dictate to him on that subject.

RICHARD T. ORPEN,

Ardtully, Kenmare.

30th May, 1872.

8. REPLIES from JOHN F. GODFREY, Esq., Kilcoleman Abbey.

1. In case of a new tenant, I should prefer a yearly letting. If the tenant proved himself a good labourer, the term might be extended to from five to ten years.

2. Half an acre if possible, but not less than one quarter would do.

3. Six pounds per annum.

4. Land agents have different short forms by which they make small lettings in writing.

5. In all cases the letting should be explicitly put down in writing. If this is not done, I cannot say what power the landlord could exercise.

6. I should say the Chairman at Quarter Sessions.

7. Tenants letting cottages to labourers should not be allowed to charge a rack rent; neither should they have it in their power to make

the labourer pay his rent by so many days work at half the current price of wages. This is a very common custom, and very hard on the labourer.

8. An entry is generally made in the land agent's book to the effect that the man is put in as caretaker at so much, say one penny per week.

9. I should say the landlord or his agent ought to be the best judges of the condition of the houses.

10. I think the present form used in obtaining a loan from the Board of Works is simple enough.

I would suggest that the Board should allow the use of concrete building.

J. F. GODFREY,
Kilcoleman Abbey.

27th May, 1872.

9. REPLIES from EDWARD CURLING, Esq., Newcastle, West,
Co. Limerick.

1. In my opinion, it is best that the labourers should be weekly tenants.

2. A quarter of an Irish acre of land.

3. A decent cottage, with a kitchen and three bedrooms, cannot be built with stone and mortar and slated, with turf-house, privy, and pigsty, for less than £80. It could not be expected that landlords would build such houses unless they realized 5 per cent. on the outlay.

In former times labourers could not afford to pay £4 a year rent; but wages have increased so enormously in Ireland that the workmen desire now to live in decency and comfort.

The rent of the land attached should not be higher per acre than is charged to the adjacent occupiers.

4. I send herewith printed conditions prepared with great care, under the personal supervision of the Earl of Devon.

It will be perceived that these conditions apply to a yearly letting, whereas I prefer that the cottiers should be weekly tenants.

5. If the tenancy be weekly, and the tenant be ejected for any cause, the landlord should be bound to pay for any crops on the land, and for unexhausted manure, at a fair valuation.

Clause 13 of Lord Devon's conditions is contrary to this expression of my opinion, but it is hard to punish a man twice over for the same offence—First, by subjecting him to the penalties of the law, and secondly by taking away his cottage and allotment without any compensation.

6. The Magistrates in Petty Sessions, or the Chairman of the County at the Quarter Sessions.

7. None—if the cottages be erected with the sanction of the proprietor.

8. The recovery of tenements should be as easy in all cases as in market towns.

9. The landlord or the agent ought to inspect the premises occasionally, but I do not think it necessary to pay a Government Inspector.

The Union Sanitary Officer will attend to the removal of nuisances prejudicial to health.

10. The repayment of building loans in 35 years by annual instalments of 5 per cent. on the principal, ought to be sufficient encouragement.

The rule of the Board of Public Works confining the advances for

bona fide labourers ought to be extended to mechanics, artisans, and tradesmen—such as shoemakers, tailors, &c.

EDWARD CURLING, The Castle, Newcastle West,
Co. Limerick.

30th May, 1872.

10. REPLIES from J. TOWNSEND TRENCH, Esq., Kenmare.

1. A monthly letting.

2. Half an acre for potatoes, and grass for a cow.

3. Five pounds per annum.

4. I, _____ labourer, propose and agree to take from
farmer, a house and land at _____ as
monthly tenant, from 1st day of _____ at the rent of £
per month.

Signed,

Labourer.

Accepted,

Farmer.

Dated 18

5. To keep the premises in repair against wind and weather; and the dwelling should have a slated roof, and should have one room not less than 10 feet square, and two bedrooms not less each than 6 feet by 10.

6. The Petty Sessions Court—who should take evidence in the usual way.

7. None.

8. No.

9. No.

10. This is a point I have not considered.

J. TOWNSEND TRENCH,

Kenmare.

May 23, 1872.

11. REPLIES from SAMUEL HUSSEY, Esq., Edenburn, Tralee.

1. Monthly; but giving the labourer a right to remove any crops he may have sown, as soon as they were fit for removal.

2. Half a statute acre.

3. One shilling per week.

4. Yes.

5. The landlord should satisfy the magistrate that he had built a substantial slated house, with kitchen and two sleeping rooms, and pigsty, and that he had let with it half a statute acre at the rate of 1s. per week for the entire.

6. The Magistrates at Petty Sessions, with right of appeal to the Quarter Sessions.

7. Not more than one cottage, built as described in answer No. 5, to every twenty-five statute acres of arable ground.

8. The present laws are sufficient.

9. The sanitary officer in the next town should be directed and empowered to inspect all labourers' cottages in the country.

10. An officer might be appointed in the Board of Works' Office who would be paid a per-centage on the money expended on building cottages, and who thus would have an interest in the expenditure of the money.

Government should advance money at $2\frac{1}{2}$ per cent., so that the principal and interest for 35 years should only be 4 per cent. As the Government have recently confiscated 25 per cent. of the selling value of land, in the hopes of being able to pacify the tenants, they may now fairly make some sacrifice for the labourers, who were the parties driven to emigration, while the tenants had no such necessity. A good cottage could be built for £50; and if money was given at 4 per cent., the tenant could give $\frac{1}{2}$ an acre with the house for 1s. per week. Care should be taken that if the tenant getting this money charged more than 1s. per week, the money lent should be called in; and be subject to a penalty of £20.

If these regulations were carried out, no rent should be recoverable out of a house where there was only one apartment.

SAMUEL HUSSEY,
Edenburn, Tralee.

27th May, 1872.

12. REPLIES from B. L. FLEMING, Esq., Newcourt, Skibbereen.

1. Should correspond with the term of hiring, and be yearly, quarterly, monthly, &c., as the case might be. A difference between the two periods would be most inconvenient.

The usual term of hiring among farmers in this country is quarterly—and in the case of small farmers, the labourers usually reside with and are boarded by the employers.

2. Must depend on circumstances. For a labourer without family, quarter acre is quite sufficient; with a family, say of eight, and some able to assist in tillage, $\frac{1}{2}$ an acre not too much—or even enough.

Must also depend on quantity held by employer, who may prefer to pay altogether in money.

I allow my labourers from $\frac{1}{4}$ to 1 acre, according to their circumstances; also turbary in the same proportion. One told me lately that he would have no more land, but be paid altogether in money.

3. House and land, and bog, &c., should be part of wages, and not subject to rent (as is generally the case).

Should a labourer leave employment before his crop is realized or his turf saved, to be allowed value of such crop or turf out, at time of leaving.

The circumstances of localities vary so much that it would be impossible to name any sum as a maximum or minimum rent.

The letting of a house and land must, on account of the crop, be yearly—and unless the hiring were for the same period, extreme inconvenience would result to both parties.

4. A form of writing would be in most cases desirable; but as in many cases, neither hirer nor labourer can either read or write, it should not, I conceive, be compulsory.

6. A Petty Sessions Court would, I imagine, arrive at the most correct conclusion as to such questions. A power of appeal to the Assistant Barrister should, however, be reserved.

7. I think that tenants and their labourers should be at liberty to make their own terms with each other.

Uniform regulations would not, I imagine, be carried out.

Terms as to hire, residence, &c., will, in a remote district, be readily accepted by labourers, which near a town will be indignantly refused.

8. I conceive that any special provisions would be nugatory, as each case must depend on its own peculiar circumstances as to the thing to be done, and the compensation for doing it.

B. L. FLEMING,
Newcourt, Skibbereen.

May 27th, 1872.

13. REPLIES from WILLIAM ROWAN, Esq., Belmont, Tralee.

1. Yearly, but without compensation for disturbance. There should be compensation for unexhausted improvements suitable to the holding—thus, if the labourer built the house himself and was put out within a year or two, he should get the full value of the house, and so on in inverse proportion to the length of his tenancy, up to 20 years. The tenancy to be determinable each first of March, on three months' notice from either party, without power of distraint, but with power to eject at Quarter Sessions for half year's rent.

2. Not exceeding an Irish acre; the amount in the Land Bill is too small. Irish measure is that best understood among the people.

3. £5 for land, and £3 for house.

4. Certainly.

A. B., of hereby agrees to let to C. D., of labourer, in pursuance of the Act, 18 the plot of ground at containing or thereabouts, together with the buildings thereon, at the yearly rent of £ payable half yearly, each 1st March and 1st September. And said C. D. agrees to take said plot on said terms, to pay said rent, and to give up said premises in good condition, on the termination of the tenancy hereby created.

Signed,

A. B.
C. D.

Dated day of 18

5. All lettings under the Act should be in writing on a 2s. 6d. stamp, signed by both parties, and if by a markaman, witnessed.

6. Quarter Sessions.

7. One such cottage and holding to every fifteen acres should be sufficient. Tenants should be restricted from giving free turbary in unlimited quantities. At present great waste is committed in this way.

9. I think the sanitary laws give quite sufficient facilities for inspection. Of course houses built under Clause 10 will be subject to inspection when built, as to sufficiency of accommodation and good workmanship, but the inspection of private dwellings by officials is destructive of civil liberty and national independence of character.

10. Payable in twenty annual instalments, with £3 per cent. interest.

WILLIAM ROWAN,
Belmont, Tralee.

June 6th, 1872.

14. REPLIES from EUSTACE H. LEADER, Esq., Mount Leader, Millstreet.

1. Just as long as it suits the employer.
2. As much as the employer wishes to give.
3. Not knowing the statute, cannot say.

I think when a landlord gives a house free to his labourers, he should have the power of turning out the labourer for any misconduct.

4. Certainly, the shorter and simpler the better, provided the labourer is compelled to abide by it.

5. The landlord should have the power to turn off his labourer the moment he did not give him satisfaction, the same as any other servant, whether the letting be in writing or not. It is very easy for the labourers to get employment now, and very hard for the landlord to get labourers.

6. A Bench of Magistrates, if any, they being the most understanding, and I should hope the least corrupt.

7. I do not understand the query, not having seen the Act.

8. None.

9. Government interference should be avoided if possible.

10. I applied for money once, and as I had such difficulty to get it, I never troubled myself much about loans since.

H. E. LEADER,

Mount Leader, Millstreet.

1st June, 1872.

15. REPLIES from J. W. BECHER, Esq., Castlehyde, Fermoy.

1. Tenancy from year to year within jurisdiction of justices at Petty Sessions, thus avoiding a weekly or monthly tenancy, which is disliked by the labourer; and also giving the farmer power, in case of dispute, to recover possession in the cheapest and most expeditious court.

2. Not more than one acre, nor less than half an acre.

3. Not exceeding £4.

4. The heads of an agreement could be sketched in the bill; agreement might be made free of stamp duty, and of the simplest nature.

5. I think the letting ought to be in writing in all cases. Landlord ought to show that the cottage had been built without any expense to the occupier; that it was slated or tiled, plastered and properly finished; that there was a yard and piggery attached to it, and that the tenant was a *bona fide* labourer; that he (the landlord) had not put more than one family into it, and had done what was required by his agreement; and that the tenant had failed to do his part, or had injured the premises, refused to work, or done any other unreasonable act.

6. The Petty Sessions Court of the district, with appeal to Quarter Sessions.

7. They should be bound to build cottages of a prescribed description. In my opinion such cottages ought to contain three apartments; they ought to be covered with slates or tiles, and walls ought to be plastered, a yard and piggery should be attached to each; to be occupied only by one family, one male member of which to be a *bona fide* labourer.

They ought also to produce their landlord's consent to the building of the cottage, or else satisfy the Petty Sessions that such building is necessary for the working of their farms, and that their landlord's refusal of consent is unreasonable.

8. Where a house is clearly proved to be in the occupation of a caretaker, the owner ought to be able to remove him at a week's notice, proved before Petty Sessions.

9. Labourers' dwellings, under the proposed Act, could be registered

by the Petty Sessions Clerk in each district, for which the owner of the house might pay a small fee, and when registered, inspection by a competent person could easily be arranged.

10. Lowering the rate of interest to 3 per cent., and making the mode of application as easy as possible.

Many landlords would, I think, gladly secure the repayment of loans for the purposes of the Act, provided the buildings so erected were excluded altogether from the operation of the Land Act, and provided the Chairmen of Quarter Sessions were not made further to interfere between them and their tenants.

J. W. BECHER,

Castle Hyde, Fermoy.

29th May, 1872.

16. REPLIES FROM WILLIAM NORWOOD, Esq., Ballyhalwick.

1. According to the hiring, if the hiring be by the week, the letting of house should be by the fortnight; if the hiring be by the year, the letting of house should be by the year also; but in all cases the tenancy of house should determine at same time as the hiring of the labourer.

2. From 30 perches to $\frac{1}{2}$ acre (statute) according to number and age of family.

3. One shilling per week for house and 6d. per perch (that is, £4 per statute acre). I have given the maximum so as to include cases in neighbourhood of large towns, but in country districts half the above rates ought to be amply sufficient.

4. I think the section of Act of Parliament, same as the cottiers' clauses in Deasy's Act, should state under what conditions (exclusive of the amount of rent) should be necessary to give summary jurisdiction, if so mentioning that the letting is under such clause of Act of Parliament, and entering the names of the parties and the amount of rent ought to be sufficient.

5. I would not give any summary powers unless the letting was in writing, and to encourage such lettings this ought to be free from stamp duty.

6. The Petty Sessions Court of the district.

It will be objected to the above that the sitting justices will be, perhaps, prejudiced, but 99 cases out of 100 will be cases of tenant farmers against their labourers and *vice versa*, and obliging such parties to go to the loss of time and money that would be involved by going to quarter sessions, would be practically a denial of justice.

7. Where the tenant had power by lease or otherwise to build cottages and let them, I would not impose any restrictions.

8. Yes. I think the law should provide much simpler means of getting rid of caretakers than now exist.

9. Certainly not.

10. The preliminary expenses could certainly be reduced very considerably, but with this exception, I think the present mode is very simple and expeditious.

WILLIAM NORWOOD,

Ballyhalwick, Dunmanway.

May 27, 1872.

17. REPLIES from RICHARD J. MAHONY, Esq., Dromore, Kenmare.

1. The shorter the better.

Supposing a small farmer or occupier to have but one or two labourers, it would be a great loss to him to have to go through the delay of a tedious ejectment process with a labourer who chose to strike, or to leave his employment at a busy time.

I should recommend a weekly tenure.

2. I should say not less than a quarter of an acre or more than one acre.

If the grass of a cow be given, it should be simply the privilege of grazing, otherwise the labourer becomes a small farmer, and his employer loses his services at the most important seasons, through the former being taken up with his own interests.

I give three-quarters of an acre and the summer grazing of a cow, providing them with a cow-house, and compelling them to feed the cow off their land in winter, i.e., with root crops.

3. It would be impossible to fix a rigid maximum figure; as the requirements, accommodation, and conveniences, will differ according to place and circumstances; but I think the rent of the house should never exceed 5 per cent. on the outlay of building, while the land should be let at the average rate of the district; but such arrangements would again be modified by the rate of wages.

It would be a rash experiment also to legislate prospectively for a question now in active transition.

4. There is an excellent form in Mr. M'Creedy's book on the Land Act.

5. It should always be in writing.

6. The nearest and simplest machinery would be the best, viz., the Court of Petty Sessions.

7. They should give the proprietor the option first. If he refused arbitrarily or capriciously, they should have the right of bringing the matter before the Land Court of Quarter Sessions, and obtaining liberty to build, if it is proved to be necessary.

Provision should be made that they give sufficient accommodation in accordance with Sir W. Somerville's Act, and that they do not let at rack rent or make other exorbitant terms with labourer. But this will probably be unnecessary in view of the rising value of labour.

8. Such cases are already provided for by legislation.

9. I think there might be a system of registration under the Land Act, and that all houses *bona fide* for labourers or small artisans should be exempt from poor rates and taxes, if they were found up to a certain standard of accommodation and maintenance. It might be done at a nominal cost to the country, and would be an inducement to people to build improved houses, and would outlaw the wretched cabin, still too common, and encourage labourers also to maintain their houses in a neat and tidy condition.

10. Above all things avoid over-legislation. Let the powers and terms of contract be as free as possible. Protect the builder and employer from the annoyance of overholding, &c., in fact let him have a *bona fide* workman, not a cottier tenant. Let all legal proceedings be under summary jurisdiction. Cumbereome legalities will alarm and drive away both enterprise and philanthropy.

It would be an encouragement to tenants for life, to give money at 4 per cent., for building labourers' houses.

RICHARD J. MAHONY,

Dromore, Kenmare.

May 29th, 1872.

18. REPLIES from LEOPOLD SHULDHAM, Esq., Coolketure, Dunmanway, Co. Cork.

1. A yearly contract, terminating February 1st, so as to allow the incoming labourer time to prepare his garden. Either party on a month's written notice, and proof before the Bench at Petty Sessions of misconduct on one part, or harsh treatment or neglect in keeping the labourers' dwelling in substantial repair, on the other being entitled to rescind the contract. Compensation to either party aggrieved to be found by two umpires, and referee selected by them.

2. An acre as a maximum, but very few labourers' families could do justice to more than half an acre.

3. According to the requirements of the Act as to accommodation and size, from £6 to £8 per annum.

4. I, A. B., labourer, engage to serve C. D., gentleman, or farmer, residing at _____ for the space of one year, commencing and ending February 1st, at the yearly wages of (say) thirty pounds, subject to the deduction of (say) £8 yearly, for the rent of my house and an acre of ground, to be chosen by agreement in presence of witnesses, between C. D. and me.

Witnessed,

Signed,

5. Difficult to answer, as the summary powers are not given. Every letting ought to be in writing, and every difficulty should be imposed on verbal contracts, so as to discourage them.

6. Petty Sessions Court, with an appeal to Quarter Sessions; but in order to give greater confidence in the decisions in the lower courts, I would direct the Stipendiary to attend on notice when land cases were to be tried, and that from no distrust of the local Magistracy, who, as a rule, do their duty most impartially.

7. Permission in writing from the landlord and proof by competent persons that the tillage and reclamation of the tenant's farm require the number of cottages contemplated by the tenant, or you will convert the present tenants into middlemen of a far worse stamp than those from which Ireland is only now recovering, and have the country swarming with a destitute population, as it was before the famine.

8. On proof before Petty Sessions Court of over-holding on part of caretaker, the duty of removal should be put on the police. Happily no one keeps a well trained set of bailiffs, or requires them—consequently, when a solitary case arises, it is absolutely impossible to get a set of men together who will act without undue harshness to the evicted, and yet with sufficient firmness to carry out the law.

9. Emigration has so lessened the population, that labourers are quite in a position to take care of their own interests, and if they do not demand better dwellings, it is because they are practically quite indifferent so that they be protected from wind and wet. In fact provision would require to be made against the subletting by labourers of superior dwellings.

10. No, because a solvent tenant can always raise money at the banks on remunerative interest for improvements, and any facilities for raising money through Government loans would only benefit the insolvent and lead to endless cheating.

I have not attempted to do more than suggest, leaving to lawyers to frame.

LEOPOLD SHULDHAM,

Coolketure, Dunmanway, Co. Cork.

May 26th, 1872.

19. REPLIES from DANIEL CONNER, Manch House, Ballineen.

1. The farmers invariably make an agreement with their labourers for one year, usually commencing 25th March. No reason exists for altering that arrangement.

2. The labourers attach no value to a garden; they grow no vegetables except cabbage. Within the few past years the custom of growing cabbage on the ridge of the potato beds has become so general, that they do not value for much the cabbage garden attached to the cottage. About 50 years ago, when I came over from England to reside in this country, I inserted in all my leases that a quarter of an acre of land should go with each labourer's house. I found that the labourers invariably, without one exception, instead of planting any vegetables, dug up the surface and added it to their manure heap, so that in a few years it was all carried away. It was a constant cause of quarrel between the farmer and the labourer, and there was no means of preventing it.

3. The rent varies in different localities, and depends so much on the amount of perquisites given—such as grass for sheep, manured ground for potatoes, graft land for turnips, &c., that it is difficult to fix a maximum. Perhaps £7.

4. A printed form of agreement, unstamped, could easily be prepared and enforced by requiring it as a preliminary to enable the case to be heard by the Magistrates at Petty Sessions.

5. Answered in No. 4.

6. It is difficult to say what the authority should be until requirements of Act were specified.

7. The restrictions should be settled by the landlord and tenant.

8. None.

9. If any, it could be conducted by the Constabulary.

10. None.

DANIEL CONNER,

Chairman Dunmanway Board of Guardians,
Manch House.

May 25th, 1872.

20. REPLIES from LORD HEADLEY, Aghadoe House, Killarney.

1. By the week. Good conduct more likely to be secured by a knowledge of the power of quick riddance.

2. Say not more than one quarter statute acre—at least not enough to tempt him from his regular employment. In cases where families can help, a little more might be allowed.

3. I should say one shilling a week at the highest, depending upon the character and condition of the cottage.

4. Can this be necessary? I think not. *Vide* answer No. 1.

5. Simply to prove that the cottage is suitable and the garden sufficient.

6. That of the Magistrate at Petty Sessions—open perhaps to appeal at the assizes.

7. Tenants should not be allowed to over-charge labourers, and should be bound to keep the cottage in good repair—also to see that the gardens are kept tidy.

8. I should say no.

9. Probably "no"; but this may be open to consideration, at least as regards occasional inspection.

10. Let the Board of Works look to this and by a liberal system tempt applications.

HEADLEY,

Aghadoe House, Killarney.

6 June, 1872.

21. REPLIES from GEORGE SANDES, Esq., Listowel.

1. All would depend on circumstances and the facilities given for getting up the holdings in case the occupiers neglected or refused to work, as is too often the case, on getting into possession. The able bodied members of a labourer's family, for the most part, emigrate or go into service, leaving the old and infirm to occupy the dwellings, thus defeating the object in giving such dwellings.

2. At the most one statute acre. When more land is given, an excuse is always made by the occupiers that they cannot work as labourers, when called on to do so, as they have their own crop to attend to and cultivate.

3. No one could give a general reply to this query, all would depend on the quality of the land and the expense of the buildings let.

4. The shorter the better, provided there be a summary mode of eviction before justices at little expense. Not unless the landlord or owner has this power, any agreement appears quite useless.

5. I really do not know, unless I know what the summary powers may be. I think all lettings should be in writing.

6. Unless I knew the requirements of the Act I could not say.

7. In no case ought tenants be allowed to build or let cottages without the written consent of the landlords. If such a permission is given irrespective of the owners' sanction, it will lead, in my opinion, to the old miserable state of things, pauper tenants and pauper population.

8. A greater difficulty in getting back the possession than ought to be in such cases. Demands of possession and legal proceedings before Justices, which are frequently found both inconvenient and expensive.

9. There might be, if desirable, but inspection without some means of enforcing cleanliness and regularity in a summary way, would tend to little good.

10. None.

GEORGE SANDES,

Listowel.

4th June, 1872.

22. REPLIES from RICHARD ELLIS, Esq., Glensrone, Abbeyfeale.

1. A shorter period than one year could not be given, particularly when query 1 is taken with query 2. I suggest but one year to counteract as much as possible the combination of strikes, the ill-disposed forcing the well-disposed labourer. At Abbeyfeale labour is now 18s. a week. In some places, including maintenance. A labourer proved to belong to an organized body for a strike should, in my opinion, be deprived of his cottage.

2. Half an acre.

3. Seven per cent. on expense of building the house, and £2 per half acre.

4. The Crown Lawyer could answer this better than I could.

5. Simply to give his house and garden according to query 3. The house to be kept in repair by tenant.

6. Petty Sessions Court.

7. The same as on landlords—viz., to give the house; not to exceed a rent of 7 per cent. on first cost; land not to exceed £1 per half acre; labourer to keep all such in repair.

8. A caretaker ought to be subject to dismissal at pleasure.

9. Certainly.

10. I do not know what the existing regulations are.

RICHARD ELLIS,

Glenasrune, Abbeyfeale.

23. REPLIES from GERARD O'CONNOR, Esq., Tralee.

1. Yearly.

2. Half a statute acre.

3. It would depend on the quality of the land, and size and value of the house.

4. I think very easily.

5. All agreements under a statute should be in writing, to prevent litigation.

6. The authority of Magistrates at Petty Sessions.

7. None, except those within the limits of the letting agreement.

8. It is difficult to answer this question, not knowing what the scope may be of an Act of Parliament designed for the purpose of carrying out the intentions of the Legislature. If a farmer desires to let a cottage to a labourer, it is with the view of having the labourer work for him when he requires his labour; but if the labourer refuses to work for him and goes to work to a different person, then the farmer regards as a person on his farm who is of no advantage to him, but a disadvantage and an injury, as he occupies a position on the lands which should be filled by a man who would give his labour to the tenant of the farm.

9. I don't see the object, as none is suggested. But neither do I see any difficulty in effecting such a purpose.

10. No.

GERARD O'CONNOR,

Denny-street, Tralee.

May 27th, 1872.

24. REPLIES from Mr. HENRY DORAN, the Park, Killarney.

1. Yearly tenancy. It is desirable the year should end 1st November, terminable by a month's notice from employer or employed.

2. Not more than two acres, or less than quarter of an acre. The latter would apply to allotments near towns, where land is valuable. In very many cases labourers' dwellings are placed on bog or moor land. On that description of land, I consider the quantity of land should be from one to two acres.

3. Two pounds ten shillings per annum.

4. The letting should be in writing.

6. Magistrates at Petty Sessions Court.

7. The labourers' wages should be paid him in cash.

8. A fixed weekly or monthly sum should be agreed on to pay the caretaker.

Possession can then at any time be recovered by a week's or month's notice, as the case may be.

HENRY DORAN, *Agriculturist to the Earl of Kenmare.*

The Park, Killarnay.

10th day of June, 1872.

25. REPLIES from The O'DONOVAN, Lisard, Skibbereen.

4. Letting should be in writing, or on a printed form, which should be signed by both parties in duplicate. Each party to keep a copy—form to be of the most simple construction.

6. Two Magistrates at Petty Sessions, with appeal to Quarter Sessions.

8. The written document should show in what capacity the occupier was put into possession, whether as labourer or caretaker only, and if the latter what his special duties are to be.

9. The registration would be quite possible, and the inspection possible and desirable, but the difficulty would be to find persons locally informed, and impartially constituted, to inspect with any probability of giving satisfaction.

10. No.

O'DONOVAN,

Lisard, Skibbereen.

June 6, 1872.

26. REPLIES from JOHN SEALY, Esq., Castleisland.

1. Monthly or weekly tenants, as small tenements are now generally held in towns or villages, where fairs or markets are held.

2. Not exceeding a plantation acre.

3. Impossible to be exact, lands differing in value so much—it may vary from five to eight pounds per acre.

4. A parol agreement sufficient, if a monthly or weekly tenancy be adopted.

5. The same powers as at present connected with small tenements in towns, 14 & 15 Vic., chap. 92, sec. 15.

6. Petty Sessions Court and power of appeal to Quarter Sessions Court.

7. I can't say.

8. No. The present Act is sufficient.

9. I think not.

10. No.

JOHN SEALY,

Moloughmarkey.

June 10, 1872.

27. REPLIES from T. SOMERVILLE, Esq., Drishane, Skibbereen.

1. So long as the labourer and employer agree.

2. Half an acre to a man with a small family.

One acre to a man with large family.

3. Three pounds annually for a comfortable house and half an acre of land.

Seventeen and sixpence when the additional land be required.

4. Every letting ought to be in writing for the guidance and satisfaction of both parties.

6. The least expensive is proceeding before Chairman at Quarter Sessions.

7. Under the supposition that a tenant is restricted as to the number of cottages to be built on his farm.

He is bound to keep the cottage of his labourer in good order.

This may be decided by the Bench of Petty Sessions.

8. None.

9. To prevent this being inquisitorial, I would enable Boards of Guardians to offer such prizes as the Government may suggest for half a dozen cottages the best kept in the union—to be inspected by some person appointed by the board or by some neighbouring agricultural society.

10. The books of the union are a good index to the holding of the farmers.

The guardians, on applications, to have power to recommend for loans, having made full inquiry as to the wants and requirements of a loan.

Advances to be made on the recommendation of guardians by the proper authorities.

T. SOMERVILLE,

Drishane, Skibbereen,

June 22, 1872.

28. REPLIES from GEORGE F. TRENCH, Esq., Abbeylands, Ardfert.

1. Labourers' houses should be, so far as possible, built in connexion with farms under such arrangement as I suggest in answer 8.

But in all cases where the labourer's dwelling is situated in a village or town or unconnected with any farm, I consider it best that he should hold his house at a monthly rent under the landlord.

The objections to this are: 1. That it separates the farmer's and labourer's interest. 2. Opens the way to casual labour and petty industries. 3. And throws upon the landlord the onus of supplying labourers.

2. Not more than $\frac{1}{2}$ acre, statute, and this not compulsory except under the provisions of my answer No. 8.

3. As no labourer's house ought to cost more than £100—the annual rent, land included, ought not to exceed £5 or eight and fourpence monthly.

5. No summary powers ought to be given under the proposed Act in regard of any letting not in writing.

The landlord must in that case depend on the provisions of the Act of 1851, 14 and 15 Vic., c. 92, s. 15.

6. Two Justices at Petty Sessions. The existing Acts on the subject, viz., that of 1851, that of 1856, and of 1861, are sufficient for all purposes relating to labourers holding under landlords; the new Act is only required to enforce the provisions of my answer No. 8.

7. See below No. 8.

8. The best arrangement for labourers' cottages is that they form a part of the tenant's holding, being built by the landlord on each farm in the proportion of one labourer's house to every 40 acres of arable land and the tenant paying a per-centage on the outlay, and agreeing with the landlord and labourer to keep him in constant employment. That the labourer occupy the house as "caretaker," paying no rent. That the tenant be bound to give him $\frac{1}{2}$ acre of land (as none could not be cultivated after hours) in a con-acre letting at a rent not exceeding the acreable rent of the farm, and that the tenant be bound to keep the house in tenantable repair, and to pay him the amount of any crop which may be

growing when dispossessed, the sum to be fixed by a valuator mutually agreed upon. And that upon dispossessing any labourer he be required to get and produce the written consent of his landlord or the agent of the property, to such disturbance.

9. I propose that the Relieving Officer of each district be bound to make and keep up a register of all the labourers' dwellings in his district, and to make a periodical inspection with a view to sanitary conditions, and to receive complaints from labourers, and to serve notice of any defect upon the employer or landlord requiring him to correct the same, and in default, that he have power to summon before one magistrate, who shall have power to enforce his order by such means as may be determined.

10. 1. Title deeds once presented not to be again required in regard of any subsequent loan on the same estate.

2. Power to tenants, with landlord's consent, holding 100 acres of arable land to get loans for labourers' houses in the proportion of one house to every 50 acres of arable land not including a steward's or herd's house.

3. Power to get loans for building agricultural limekilns.

4. Power to get loans for building flour-mills where required.

5. Power to get loans for building National teachers' houses.

6. Powers to get loans for any work which the Commissioners may consider advisable for the welfare of the agricultural population.

GEORGE F. TRENCH,

Abbeylands, Ardferf.

June 25, 1872.

29. REPLIES from WILLIAM TALBOT GOSLIN, Esq., Ardferf Abbey.

1. I consider the most convenient arrangement for labourers' dwellings is that they should form part of the tenant farmer's holding and the rent of them be included in the rent paid by him.

That the labourer should, as the tenant's servant, occupy the house as caretaker, such occupation being calculated as part wages, and the wages proportionately reduced. In short, that the Scotch system as regards herds' houses should be followed as nearly as possible. And that the agreement between tenant and labourer should be in writing.

2. The tenant should be bound to let with each labourer's dwelling a garden of 1 rood, statute measure, as not more can be cultivated by the labourer after hours. The letting should be that of con-acre and be in writing.

3. The rent to be paid for the land should not exceed the acreable rent of the farm.

4. Form of agreement for the house:—

I acknowledge that I have been this day put into occupation of the house at lately occupied by _____, as caretaker of (tenant's name) at the wages of one penny per month, and that I may be discharged as such caretaker at the will and pleasure of the said (tenant's name).

Dated this _____

Signed _____

(Labourer's name).

Witness.

7. The tenant should be bound not to admit more than one family into the labourer's house. To keep the house in tenantable repair.

In case the labourer shall be 'dispossessed by the tenant, the value of any growing crop or manures of the labourer shall be fixed by a valuator mutually agreed upon, and the amount paid to the labourer by the tenant.

8. See previous answers. Further, that no labourer shall be dispossessed from his dwelling without the consent of the landlord of the property or his agent, given before hand in writing.

9. I propose that a register of all the labourers' dwellings should be made and kept up from time to time, with the labourers', the employer's and the landlord's names and residences, by the Relieving Officer of each Poor Law District, and that the relieving officer be bound to make a special inspection of all such houses, with a view to sanitary conditions, three times in every year, at intervals of four months, and in case these conditions are found unsatisfactory to report the same to the tenants or employers requiring them to make such alterations or repairs as he may consider necessary, and that power be given to magistrates to enforce the same by such means as may be determined. Also, that this registration shall be open to inspection on the part of the public at fixed times annually.

WM. TALBOT GOSLIN,
Ardfert Abbey, Tralee.

June 24, 1872.

GENERAL SUMMARY

OF THE

POOR LAW INSPECTORS' REPLIES to the TEN QUERIES in the INSTRUCTIONS.

1. AS TO TENURE:—

Mr. *Robinson*.—The tenure should be monthly or weekly, determinable on seven days' notice,

Mr. *W. Hamilton*.—The tenure should be in accordance with the hiring.

Dr. *Brodie*.—Where the labourer is continuously employed—permissive occupation; where not continuously employed—yearly.

Mr. *O'Brien*.—Short tenure, contingent upon term of service.

Dr. *King*.—Monthly.

Dr. *Roughan*.—From year to year, with power to terminate at a month's notice.

Mr. *R. Hamilton*.—No tenure at all; the house to be part of the wages. If he is made a tenant, the tenure should correspond with the length of service.

Dr. *Burke*.—Annual tenancy, determinable by a three months' notice.

Mr. *Bourke*.—Weekly.

Mr. *Horsley*.—Regulated by the length of the hiring, but not less than a month or more than a year.

2. AS TO QUANTITY OF LAND:—

Mr. *Robinson*, Mr. *O'Brien*, and Mr. *R. Hamilton* each recommend from one rood to one acre.

Mr. *W. Hamilton*.—Twenty perches to 100 perches.

Dr. *Brodie* and Dr. *Burke* each recommend half an acre, Dr. *King* a quarter of an acre, Dr. *Roughan* and Mr. *Bourke* each two to four roods, and Mr. *Horsley* a quarter to half an acre.

3. AS TO THE MAXIMUM AMOUNT OF RENT:—

Mr. *Robinson* suggests 10s. a month.

Mr. *W. Hamilton*, Dr. *King*, and Mr. *Horsley*.—Five pounds a year.

Dr. *Brodie*.—One shilling a week with a rood of ground, or 1s. 6d. a week with half an acre.

Mr. *O'Brien*.—Two shillings a week.

Dr. *Roughan*.—Four pounds a year.

Mr. *Richard Hamilton*.—One shilling to 2s. a week.

Dr. *Burke*.—Four pounds a year, or £5 in the vicinity of large towns.

Mr. *Bourke*.—Five pounds a year for a house to accommodate a family; £4 for a single man or a married man without children.

4. AS TO FORM OF AGREEMENT:—

Mr. *Robinson*, Mr. *W. Hamilton*, Dr. *Brodie*, Mr. *O'Brien*, Dr. *King*, Dr. *Roughan*, Dr. *Burke*, Mr. *Bourke*, and Mr. *Horsley* have suggested forms of agreement which will be found annexed in their reports.

5. AS TO CONDITIONS NECESSARY, IF LETTING IS NOT IN WRITING, TO ENABLE LANDLORDS TO EXERCISE THE SUMMARY POWERS GIVEN.

Mr. Robinson, Mr. O'Brien, Dr. Roughan, and Dr. Burke would not recognise an agreement, as under the Act, unless in writing.

Mr. W. Hamilton.—That the landlord should keep premises in repair.

Dr. Brodie.—That the landlord should keep premises in repair, and give compensation for manure and crop.

Dr. King.—Landlord should show that he has kept out the weather, and that tenant has not fulfilled his agreement.

Mr. R. Hamilton.—Certain specified statutory provisions should be by law implied in the contract of hiring, and the landlord should prove that he has fulfilled those conditions.

Mr. Bourke.—Landlord should be bound to provide suitable accommodation and specified quantity of land, and to keep premises in repair at stated rent, and to secure the labourer constant work at current wages; a breach of any of these conditions to disentitle him to summary remedies.

Mr. Horsley.—Landlord to prove that he upheld the premises in repair—that he had fulfilled his engagements with the tenant, but that the tenant had violated his in some important particular.

6. AS TO THE AUTHORITY TO DECIDE WHETHER THE LANDLORD HAD COMPLIED WITH THE REQUIREMENTS OF THE ACT:

Mr. Robinson and Mr. O'Brien.—The Magistrates at Petty Sessions.

Mr. W. Hamilton.—The Petty Sessions Court of the district, with power to appeal to the Quarter Sessions.

Dr. Brodie.—The Petty Sessions, the unpaid Justices and one Stipendiary Magistrate.

Dr. King.—The Petty Sessions Court, no Magistrate to act in his own case, and one to be a Resident Magistrate.

Dr. Roughan.—In disputes of a serious nature, the Magistrates at Petty Sessions; in those of a trivial kind, a labourers' cottage board.

Mr. R. Hamilton.—Petty Sessions; the case to be heard by two or more Justices who have no interest in the matter. There should be an appeal to Quarter Sessions.

Dr. Burke.—Presuming the building loan to have been granted by the Board of Works, the Inspector of that Board, or some officer specially appointed for the purpose, unconnected with the county.

Mr. Bourke.—The Resident Magistrate with the aid of two assessors appointed annually at Petty Sessions.

Mr. Horsley.—Two Justices or a Resident Magistrate sitting alone, with appeal to Chairman of Quarter Sessions, but no landlord or agent to act in his own case.

7. AS TO RESTRICTIONS TO BE IMPOSED ON TENANTS LETTING COTTAGES TO LABOURERS UNDER THE ACT:

Mr. Robinson.—That he should only let to the labourer for the purposes of the Act; that the occupant be a *bona fide* hired labourer; that the labourer should not be allowed to sub-let or take lodgers.

Mr. W. Hamilton.—None, except that the dwelling should at least not be unfit for human habitation.

Dr. Brodie.—The tenant should be entitled, without landlord's consent, to build a cottage for every 25 acres—10 acres being in tillage. The only restriction being that it should fulfil the essential conditions of health and decency.

7. AS TO RESTRICTIONS ON LETTING COTTAGES, &c.—*continued.*

Mr. O'Brien.—No tenant should be allowed, without his landlord's consent, to let a cottage to a labourer not required for his own farm. The tenant should be bound to enforce the provisions against sub-letting or taking lodgers.

Dr. King.—Not to permit more residents than are required for the purposes of the farm, and not to permit lodgers.

Dr. Roughton.—That cottage should be let *bond fide* to labourer required for the farm, and that none but his family be allowed to inhabit it. If landlord refuse to build, tenant should be permitted to do so.

Mr. R. Hamilton.—Not more than one cottage for twenty-five acres of arable land. Landlord's consent to build to be asked, and on his refusal tenant to have a right of appeal to Chairman of Quarter Sessions. Precautions should be taken against tenant building cottages for his children, against letting rooms to lodgers, and against obtaining spirit licences.

Dr. Burke.—Sub-letting should be considered equivalent to notice to quit.

Mr. Bourke.—Sees no good object in placing restrictions on tenants letting cottages to their farm labourers.

Mr. Horsley.—A prohibition against letting a cottage to more than one labourer and family, against forcing upon him joint-tenants or lodgers, against letting to anyone but a labourer or artisan necessary for the farm, and against the exaction of excessive rent. Require tenant to pay his labourers weekly in cash.

8. AS TO SPECIAL PROVISIONS IN THE CASE OF HOUSES OCCUPIED BY CARETAKERS.

Mr. Robinson, Mr. W. Hamilton, Dr. Brodie, Mr. O'Brien, Dr. King, Mr. R. Hamilton, Dr. Burke, Mr. Bourke, and Mr. Horsley consider the existing law sufficient. Mr. Horsley however thinks the landlord should be bound to keep the cottage in as good repair as if the caretaker were a tenant.

Dr. Roughton suggests that lettings to caretakers should be defined in writing, and that magistrates should have summary jurisdiction to remove not only caretakers put in with the owner's permission, but also of others put in without his permission.

Mr. Bourke suggests that the operation of the law in this respect should be limited to *bond fide* caretakers paying no rent, and that the term "Servants or herdsmen" should be excluded.

9. AS TO REGISTRATION AND INSPECTION OF LABOURERS' DWELLINGS.

Mr. Robinson.—Periodical inspection would not be of much advantage. Inspection by order of Magistrates when required for special purposes would be sufficient.

Mr. W. Hamilton.—Nothing beyond a registration similar to that of 23rd Vic. cap. 26. The condition of labourers' dwellings ought to be subject to public control under an efficient Sanitary Inspector.

Dr. Brodie.—Registration could be adopted with advantage, the Union to be the registration district, and the Clerk of the Union the Registrar.

Mr. O'Brien.—There should be a clause in the agreement enabling the head landlord to enter and inspect and enforce proper repairs.

9. AS TO REGISTRATION AND INSPECTION, &c.—*continued.*

Dr. King.—They should be registered with the Clerk of Union or Petty Sessions Clerk and be subject to inspection by the District Inspector of the Board of Works.

Dr. Broughan.—A system of registration through the Board of Guardians acting as a Labourers' Cottage Board; inspection by the Relieving Officer.

Mr. R. Hamilton and Dr. Burke.—Inspection by the Sanitary Inspector; registration with Clerk of Union.

Mr. Bourke.—Registration and inspection would be so distasteful that it would probably render the Act inoperative.

Mr. Horsley.—If exempted from rates might be registered with Clerk of Union and inspected by Relieving Officers or Sanitary Officers. Board of Works might, on report, order inspection and require proved defects to be remedied.

10. AS TO MODIFICATION OF REGULATIONS FOR PROCURING LOANS AND SIMPLIFYING MODE OF OBTAINING ADVANCES:—

Dr. Burke is of opinion that the present regulations are sufficiently accommodating. The other inspectors advocate reduction in the cost of obtaining loans, simplification of proceedings, extension of borrowing powers to tenants, the lands to be charged, reduction of rate of interest, reduction in minimum amount of loans granted, extension of period for repayment, and increased local facilities for obtaining information.

Dr. Broughan adds that in no instance in his district has a proprietor availed himself of the existing borrowing powers, the deterring cause being not the stringency of the regulations but the dread of the cottiers becoming chargeable to the electoral division.

Mr. Horsley also refers to the expenditure as the deterring cause, and *Mr. Bourke* would in the case of owners remove the present restriction of the number of houses to be built, to such number as the Board of Works may consider sufficient.

ABSTRACT OF REPORTS.

GENERAL OBSERVATIONS.

Mr. Robinson.—Has consulted gentlemen who have directed their attention to the question, and has received many valuable suggestions from them. Replies to the queries given under respective heads.

Mr. W. Hamilton.—Has been in communication with landlords, agents, tenants, labourers, and county surveyors, and has endeavoured to ascertain the legal, medical, and clerical views on the subject, which he regards as a matter of immense and vital importance. Replies to queries given under respective heads.

Dr. Brodie.—The subject is one of much social importance, that the labouring class may be made more contented and comfortable, and that encouragement should be given to keep a fair proportion of the land in tillage—it is beset with difficulties, and legislation must almost necessarily be limited to the enactment of enabling powers—any change in the law should be generously liberal to produce material improvement. Replies to queries given under respective heads.

Mr. O'Brien.—Has answered the several questions under the various heads (see following pages), and concludes that no legislation will induce people to embark in a speculation of this kind, unless they can see that an adequate return can be expected; the designs, therefore, should give the greatest amount of accommodation with the least possible expenditure—and encouragement should be given to efforts in which the main purpose of securing health and decency is attained, though the plans adopted may fall somewhat below the standard. Refers also to the wretched condition of labourers' lodgings in towns, owing to former opposition to the existence of cottier tenements in the rural districts, which he attributes to the system of electoral division rating, and thinks that any enactment for improving the dwellings of the labouring population will prove inoperative without union rating.

Dr. King.—Replies to the several queries under the respective heads (see following pages), and adds, that in offering the foregoing suggestions as to tenure he has availed himself of the existing laws recommending modifications or omissions where they appeared desirable. Suggests that any enactment should be one, clear easily understood Act, containing all the necessary provisions without the necessity of referring to sections of previous Acts. Refers to the decrease during the last twelve years in cereal crops, and increase in meadow—the amount of land laid down in grass increases every year—labourers complain of want of employment, and many emigrate—in some localities he found labourers' cottages empty—labourers are fast disappearing—the climate of Ireland remarkably suited to the growth of grass. In submitting his observations his object has been to suggest some plan not too expensive to induce landlords and tenants to provide suitable residences for their labourers, and to offer substantial benefits to the labourer. If the landlord is not afforded some easy means of obtaining repossession, he will not be inclined to expend in building cottages which might be retained by improvident, immoral, or careless labourers. Thinks also that so long as electoral division rating continues, landlords will be slow to erect residences for families whose support may eventually fall on the electoral division.

Dr. Roughan.—The agricultural work of the district is performed by four classes of labourers:—(1.) Farmers holding twenty acres of land and upwards, with domestic servant boys and members of their own families; (2.) Small tenant farmers, who supplement their means of living by the wages of daily labour—it is chiefly from this class that harvestmen are supplied to England and Scotland; (3.) Rural labourers who have nothing but the wages of their labour to depend on—this class is not numerous, and has much diminished by migration to towns and emigration to America—the habitations of those that remain, except a few in the domains of landlords, are miserable hovels; (4.) Town labourers, a very numerous class, and many of them worse housed, if possible, than the rural labourers—the habitations of this latter class demand legislative interference on the ground of public health as well as for the amelioration of the labourers themselves quite as much as the rural labourers. Suggests that the Act should, if possible, include this class. The board of guardians might be placed in the same position as landlords or proprietors for this purpose, and the Board of Works might be authorized to advance money. Replies to the queries given under the respective heads.

Mr. E. Hamilton.—For the purposes of his report the labouring population of the district may be divided into four classes—(1.) those who are hired as servants and reside in the houses of their employers—

(2.) those who have cottages for which they pay rent to their employers, or which they receive as part payment of their wages—these are always married men, and as a rule get a small garden with the house and about a rood of the farmer's own land in which to plant potatoes—(3.) those who live in the country villages and towns, where the females and younger members of the family can obtain employment in the mills and factories, but nowhere are the labouring classes so badly housed as in these towns and villages—(4.) those who hold their cottages of the head landlord:—these are principally small farmers who have not sufficient occupation for all the members of their families upon their own holdings. The labouring classes not always sensible of the advantage of healthful and comfortable dwellings, but nothing would conduce more to their improvement than increased facilities to landlords to build them—the power of resumption given to landlords by the 10th Section of the Land Act of 1870 for the purpose of building labourers' cottages ambiguous. Replies to queries given under the respective heads.

Dr. Burke.—From his experience and knowledge of the labouring class, the result of constant intercourse with them for years past, is impressed with their unheeded and neglected state, which is a cause of much discontent not alone throughout the country but particularly in towns where they are more densely congregated and inhabit overcrowded ill-ventilated hovels of scanty accommodation reeking with filth and squalid misery. Replies to queries given under the respective heads.

Mr. Bourke.—Dwells upon the importance, especially at the present time, of improving the condition of the labourer, and no more effectual means can be suggested than providing him with suitable dwelling and allotment of land, doubts whether any alteration in the law will effect this, and any want of progress is due to inherent difficulties which the social relations of the several classes of society are not calculated to overcome. Neither landlords or tenants are much alive to the social and economical advantages arising from the improved condition of the labourer; and of those who are there are few willing to submit to the necessary sacrifice. No dwelling has yet been designed which would give a fair interest on the outlay without exceeding the rent a labourer could be expected to pay. Does not think that any inducements such as improved facilities for recovering possession or securing rent would overcome the solid financial objections of some or the apathy of others. This, however, affords no reason why the code should not be simplified and made more practical, and the regulations for borrowing money relaxed or extended. The law applicable to town dwellings appears sufficient, but the two enactments relating to agricultural dwellings might be improved. The principles applicable to agricultural dwellings are:—To ensure that the house should be occupied by a labourer bound to work at the current rate of wages, and to provide summary means of recovering possession in case labour was withheld, rent a month in arrear, premises sublet, house damaged or kept in a dirty or unhealthy state; possession at all times to be recoverable on six months' notice. Landlord to provide suitable accommodation with specified quantity of land at stipulated rent. Answers to queries abstracted under the respective heads.

Mr. Horsley.—Has experienced great difficulty in offering any very precise or practical suggestions on a question so wide and important and embracing so many different interests; and, judging from the fact of more than half the persons to whom he applied for information having failed to reply, the difficulty appears to be generally felt. Has replied seriatim to the questions proposed (see following pages).

1. WHAT WOULD BE THE MOST CONVENIENT AND SUITABLE TENURE FOR LABOURERS' DWELLINGS?

Mr. Robinson's Report.—The tenure should be monthly or weekly, determinable by either party on seven days' notice. The tenant not to be entitled on eviction to compensation for disturbance or improvements, but only for the value of the crop on the ground at the time the notice to quit was served. The landlord should have a claim against the tenant for damage to the premises by his neglect or default. The landlord to keep the house in tenantable condition, but the occupier to keep the inside in good order. The magistrates at Petty Sessions to have power to give possession at the expiration of the notice to quit, to determine the value of the crop, and all other matters in dispute. The conditions to be required under the Act should be :—That the tenure must be in accordance with the provisions of the Act, that the extent of land and the amount of rent be within the prescribed limits, that the cottage, if built after the passing of the Act, have stone and mortar or brick and mortar walls and chimney, and at least two bed-rooms and a kitchen. That the agreement be in writing.

Mr. W. Hamilton.—The tenure should be in accordance with the hiring, and where dwellings are built for more general convenience than that of the proprietor's, the tenancy should be terminable by written notice on or before 29th September, with possession on the 1st November. When an engagement is for twelve months there should be a power of terminating the service and tenancy for breach of contract or gross misconduct under the authority of the Petty Sessions Court. The chief points to be kept in view are—That employers and employed should not have facility for departing from or neglecting the terms of their contracts. That any legislative interference should tend to encourage good rather than bad feelings, avoiding any step which would tend to make the labourers too independent or too dependent. As little legislative interference and as wide a discretion to the local courts as possible.

Dr. Brodie.—The feeling of employers is that the tenure should be such as to enable them without delay or trouble to resume possession in case of the labourer's neglect to fulfil his contract, or for other sufficient cause. An extensive agent writes :—The question must be differently answered according to different prevailing practices in different localities. Where the labourer is in continuous employment would advise permissive occupation subject to the restrictions imposed by the usages regulating the relations between master and servant. Any difficulty in the way of reclaiming possession of the houses would tend to discourage their erection. Where the employment is not continuous, the labourer being unemployed and unpaid in unfavourable weather, a yearly tenancy for a house and say, two acres of land would be most desirable, the house and fences to be kept in proper condition by the owner, and all permanent improvements to be made by him, the occupier to be disentitled to compensation save for unexhausted manure, &c., when evicted for refusal to work, or to render faithful service. A landed proprietor writes :—The tenure must be co-existent and coterminous with the labourer's employment. If by the week the labourer's enjoyment of the dwelling should cease on his leaving or being dismissed. Where so much as an acre of land was let with the house, would be in favour of a yearly tenure, terminating in early spring, but with a power to the employer to end it upon short notice, after due cause shown and proved, and obliging him to give fair compensation for crop on the ground, manure, &c.

Mr. O'Brien.—The general opinion is in favour of short tenure. The tenure most suitable and satisfactory will be one contingent upon the term of service—that is one providing that whenever the labourer's service is determined the tenure shall *ipso facto* be deemed to be determined at the same moment; the magistrates at Petty Sessions to have summary power to give a decree for immediate possession, and to award the outgoing labourer the full value of his crop.

Dr. King.—Monthly.

Dr. Roughan.—The tenure should be so regulated that almost perfect freedom of occupancy should exist between the owner and the occupier; neither tenant nor landlord being restrained from making any change. At the same time the tenure should be such that neither could be taken by surprise or at a disadvantage. Thinks the tenancy should be from year to year, with power for either party to terminate it at a month's notice, giving power to the Magistrates at Petty Sessions to give summary order for possession in case of overholding, and also to determine the amount of compensation, if any, for growing crops, manure, &c.

Mr. R. Hamilton.—It is undesirable to implicate the relation of master and servant by adding to it that of landlord and tenant, thereby creating a two-fold contract between the parties. Therefore, where the labourer holds his cottage direct from his employer there should be no tenure at all, but that he should get the house as part payment of his wages. If the labourer is to be made the tenant as well as the servant of his employer, his tenure should correspond with the length of his service, and terminate when his employment does. If rent is charged it ought to be paid monthly or weekly, or at such times as the labourer's wages become payable.

Dr. Burke.—An annual tenancy to be determined by a three months' notice to quit and summons to Petty Sessions, on proof of misconduct. Compensation for crops to be awarded on proof of their value.

Mr. Bowke.—There is little doubt that a weekly tenancy would be most convenient.

Mr. Horley.—It would not be possible to devise any uniform tenure for labourers' dwellings applicable to all Ireland, owing to the variety of conditions and usages which exist in different localities between labourers and employers. Upon the whole, thinks the tenure of a labourer's dwelling should be regulated by the length of time for which he is hired by the occupier or owner of the land, provided the term be not less than a month nor more than a year. A proprietor building under section 10 of the "Irish Land Act," should be able to evict summarily a tenant labourer refusing to work at a reasonable or the current rate of wages.

2. WHAT QUANTITY OF LAND MIGHT BE ATTACHED TO OR LET WITH THE COTTAGE.

Mr. Robinson.—The general opinion is one rood, in which he concurs, but in some parts of Ireland the land near the cottage might be of little value or only partially reclaimed, under such circumstances the landlord should have power to give more land, suggests therefore that the Act should provide that the land attached to the cottage must not exceed one statute acre.

Mr. W. Hamilton.—Not less than twenty perches, and not exceeding 100 perches statute. Less than twenty statute perches would not suffice for sanitary purposes, and the early training of the labourer's children—

but there is considerable difference in the quality of land as well as in the size, age, and circumstances of families, and the great desideratum is to give the labourer and his family fair occupation without interfering with their duties towards their employer. Has fixed the maximum at 100 perches, because where there is thrift and improvement should have every facility for making manure; straw for bedding; litter for pigs, &c.

Dr. Brodie.—This would depend a good deal upon the locality, the constancy of employment and rate of wages. When the services of the labourer are regularly required, half an acre is as much as he could attend to with advantage to himself and his employer. A large landed proprietor writes:—The labourer must not be enabled to subsist on the land or garden of his house; he must purchase the necessaries of life by means of his daily labour; his garden should provide vegetables for himself and family, and be a source of amusement and occupation at leisure moments.

Mr. O'Brien.—Thinks that a rood is as much as an ordinary labourer could manure and cultivate with justice to his employer. In fixing a maximum however a wide margin should be allowed, say a statute acre, to cover exceptional cases, such as there being more than one labourer in the family, poverty of the soil, &c.

Dr. King.—A quarter of an acre is as much as a labourer would have manure for, or could have time to cultivate. If the land were more than a quarter of an acre, the labourer could claim compensation for disturbance.

Dr. Roughan.—The quantity should not exceed a statute acre nor be less than two roods. If more is given it cannot be properly cultivated without interfering with the labour which should be at the disposal of the employer. An acre well cultivated would afford an ample supply of potatoes and other vegetables, and would be found more profitable than double the quantity which must necessarily be hastily and carelessly tilled.

Mr. R. Hamilton.—A rood is the quantity generally recommended, and no one recommends more than an acre. No land except a small garden, not exceeding a rood, should be attached to the labourer's cottage, if there is more it will soon become exhausted from bad tillage. In many cases farmers give their labourers a piece of con-acre, the piece of land being changed each year; grass for a cow is given in some cases; would deprecate any statutory arrangement which might discourage such arrangements. In the event of the labourer's service terminating for misconduct, he should have no claim for compensation except for value of manure and his own labour; the amount of compensation to be settled in case of dispute by the magistrates.

Dr. Burke.—Half an acre statute at least.

Mr. Bourke.—Not less than two roods or more than four.

Mr. Horsley.—Not more than half or less than a quarter of a statute acre. It should be arable land, fit for tillage and given up in good heart to the tenant. Any greater quantity of land might distract the labourer's attention from his employer's work. Any measure that would encourage the labourer to look on himself as a holder of land or small farmer should be carefully avoided. Potato ground might be given to the labourer each year at a moderate rate by his employer, but it should be tilled entirely by the latter.

3. WHAT SHOULD BE THE MAXIMUM AMOUNT OF RENT FOR HOUSE AND LAND WHICH SHOULD PROPERLY BE WITHIN THE STATUTE.

Mr. Robinson.—It should not in any case exceed ten shillings a month.

Mr. W. Hamilton.—Sees no objection to the amount which appears to have been the maximum under the most recent statute (£5) being retained. Supposing a suitable cottage cost £70 the rentcharge would be £3 15s., and the rent of 100 perches of land ought not to exceed £1 5s., £4 would probably be a convenient maximum, as the immediate lessor is rated at that amount; but looking to the price of materials £5 might be more convenient, and a £5 rental would generally be over a £4 valuation, so that the immediate lessor would generally be rated. When the cottage is considered as part wages the employer will find it his interest to charge as little as possible; increased facility for obtaining labour is of itself a profitable investment.

Dr. Brodie.—The rate of wages does not range high, and the rent should be moderate, say 1s. a week for house and rood of ground, and 1s. 6d. for house and half an acre. Some wishing to have full control over the labourer would give the cottage rent free, the occupation being merely permissive as long as they are retained in employment. Others with the same view advocate the assignment of a portion of the wages to the labourer as "caretaker" of the house, &c.

Mr. O'Brien.—A rent of about 2s. weekly would be a fair maximum to fix. In the great majority of cases 1s. weekly is as much as tenants of this class can or will pay; and 1s. 4d. or 1s. 6d. will rarely be exceeded in practice, except, perhaps, in the case of ploughmen or other skilled labourers receiving more than the ordinary scale of wages. A maximum of 2s. would provide sufficiently for all cases.

Dr. King.—Five pounds should be the maximum, and this only in case the dwelling-house is of superior construction, and the labourer employed at high wages. In some instances which came under notice no rent was charged, the labourer being permitted to reside as tenant so long as he continued in the employer's service. In other instances so many days' service were given in lieu of rent.

Dr. Roughan.—The amount of rent must depend very much upon surrounding circumstances, as expenditure on the house, quality of land, rate of wages, perquisites or conveniences given, such as turf, firewood, milk, grass for a cow, but thinks the maximum rent recoverable should not exceed £4 a year, the landlord undertaking to keep the cottage watertight and in substantial repair.

Mr. R. Hamilton.—The suggestions received by him vary from 1s. to 2s. per week. It is becoming more common every day to charge no rent and to give the cottage and garden as part payment of the labourers' wages, and this seems the most rational practice.

Dr. Burke.—Four pounds per annum or £5 if in the immediate vicinity of a large town.

Mr. Bourke.—For a house capable of accommodating a family, with two roods of land, rent not to exceed £5 a year. For a house suited to a single man or a married man without children, £4 a year with a similar quantity of land. If more land, then at a rent not exceeding 15s. a rood.

Mr. Horsley.—The maximum rent for cottage and land might be limited to £5 a year, and at that rate for any shorter period not being less than a month. The provisions of sections 81 to 84 of 23 and 24 Vic., c. 154, might be so modified and incorporated with the new statute

as to render it applicable to all cottier tenancies, whether the dwellings shall have been built by the owners in fee or the tenant farmers.

Although he has suggested £5 as a maximum rent he is assured that not more than one labourer in a hundred in the district could at the present rate of wages afford to pay more than 1s. a week for house rent, and it would be useless to expect either landlords or tenants to apply for loans for labourers' cottages unless they had a fair prospect of receiving a reasonable rate of interest in the shape of rent.

4. IF THE LETTING BE IN WRITING COULD A SHORT AND SIMPLE FORM BE SUGGESTED.

Mr. Robinson.—Form of agreement suggested annexed to report. Any agreement entered into respecting internal repairs, such as keeping window glass, locks and keys, &c., in order, might be embodied in this form in such terms as might be mutually arranged. Agreements under the Act should be exempt from stamp duty.

Mr. W. Hamilton.—Such forms should be printed with a penny stamp, landlord to have one copy and tenant another, annexes form, if embodied in the Act some such form would answer every purpose.

Dr. Brodie.—Gives three forms of agreement, the first of which appears to be taken from 23 and 24 Vic., cap. 150, would answer when the land does not exceed half an acre, the form might be amended by inserting the conditions entered into with the labourer, and copies should be exchanged. The second form is adapted to the case of a house without land, the occupier acknowledging himself to be a caretaker. The third form recognises a yearly tenancy, but provides for repossession without any process of law, and does not recognise the labourer's right to wages, employment or compensation. In this respect it is one-sided and objectionable. Forms annexed to report.

Mr. O'Brien.—There should be no recognition of any letting not in writing. The preparation of a short and simple form of agreement is not free from difficulty, but submits a form. All such instruments should be exempted from stamp duty. Form annexed to report.

Dr. King.—Thinks there could, and gives a form similar to that in schedule to 19 and 20 Vic., cap. 65, but omitting requisites as specified in the Cottiers Tenants Act of 1856, landlord being obliged to keep out wind and rain, and to give compensation for growing crops, to be ascertained summarily at petty sessions with right to the tenant to hold possession until paid. The tenant to preserve the interior in fair repair, allowing for ordinary wear and tear. Form annexed to report.

Dr. Rouphan.—The agreement should be in a short simple form to be sold by Clerks of Petty Sessions at a nominal price free from stamp duty. Form annexed to Report.

Mr. R. Hamilton.—The general opinion is that there ought to be a short written agreement between the employer and the labourer, and various forms are suggested, some also suggest that the agreement should be registered with the Clerk of Petty Sessions. Does not himself think that the contract ought necessarily to be in writing—many of the labouring classes are unable to read or write and in some places are unable to speak or understand English. Suggests an enactment that in all oral contracts not reduced to writing, certain specified conditions should be invariably implied by law.

Dr. Burke.—The more simple the form the better. Form annexed to Report.

Mr. Bourke.—It is not expedient that the agreement should necessarily

be in writing; the parties contracting should be left as much freedom in their dealings as possible, and if the principles are laid down with sufficient distinctness in the Act it is immaterial whether the parties are bound by a written or parol agreement. Under whatever form the house is held, if it fulfil the requirements of the Act the parties should be entitled to take proceedings under it. A form might be given, to be used or not according to the wish of the parties. Form annexed to the Report.

Mr. Horsley.—In order to avoid litigation the letting should always be in writing. The written agreement should be exempt from stamp duty as cottier tenancies would probably be subject to very frequent change. Form of agreement given, which with very slight alteration could be made to apply either to a case where the owner in fee is the labourer's landlord or when the tenant occupier is so. Form annexed to Report.

5. IF THE LETTING BE NOT IN WRITING WHAT SHOULD THE LANDLORD BE BOUND TO DO IN ORDER TO EXERCISE THE SUMMARY POWERS GIVEN.

Mr. Robinson.—The letting should always be in writing.

Mr. W. Hamilton.—He should be bound to keep the premises in tenable repair, but summary powers should not be given when after a reasonable period there was not a letting in writing.

Dr. Brodie.—There are but few exceptions to the opinion that agreements for lettings should be in writing. The landlord should be bound to give compensation for manure or crop; the amount might be settled by arbitration; the landlord should keep the cottage in repair except where wilfully damaged.

Mr. O'Brien.—There should be no recognition under the Act of any letting not in writing.

Dr. King.—The agreement should be in writing, but if not the landlord should show that he has kept out the weather, and that the tenant has not fulfilled his part of the verbal agreement. To do this it would be necessary to examine witnesses, and the evidence would probably be conflicting.

Dr. Roughan.—No letting should be made under the statute except in prescribed form—if otherwise the landlord should be precluded from exercising the summary powers given by the Act. If done by a tenant farmer he should be disentitled from recovering rent and be subject to a penalty. In this latter letting the landlord should have power to interfere and compel the parties to enter into an agreement in accordance with the statute, and prevent sub-letting.

Mr. R. Hamilton.—Certain specified statutory conditions should be by law implied in the contract of hiring, and the landlord before he is permitted to evict the labourer ought to be compelled to prove that he had complied with these conditions. Disputes arising out of breaches of such oral agreements should be disposed of, not at Petty Sessions, but before the chairman at Quarter Sessions.

Dr. Burke.—The letting should be in writing.

Mr. Bourke.—The obligations of the landlord should be to provide accommodation suitable to the family occupying, to keep the premises in sufficient repair and painted, to provide not less than two roods nor more than four of ground attached or contiguous to the house. The rent for a house suitable for a family, with two roods of ground not to exceed £5 a year, or for a single man or married man without children £4. To secure for the labourer constant work at the current wages of the district. A

breach of any of these conditions not only to debar the lessor from the summary remedies provided by the Act, but to expose him to proceedings on the part of the labourer.

Mr. Horsley.—The landlord should be bound to prove that he let the dwelling in a proper state of repair in every respect and had so upheld it, that he had fulfilled all his engagements with the tenant in regard to wages and other arrangements, and that the tenant had violated the covenants of his engagement with him as a labourer in some important particular.

6. WHAT AUTHORITY SHOULD DECIDE WHETHER THE LANDLORD HAD COMPLIED WITH THE REQUIREMENTS OF THE ACT.

Mr. Robinson.—All matters in dispute between the landlord and tenant and all questions arising under the Act should be within the jurisdiction of the magistrates at Petty Sessions, who should have power to appoint one or more persons to inspect the premises if they require evidence not otherwise obtainable.

Mr. W. Hamilton.—The Petty Sessions Court of the District with power to appeal to the Quarter Sessions. These courts should have power to decide all questions such as possession of cottages by landlords or employers for non-payment of rent, dilapidations, gross neglect, &c., and, where rent has been paid, and is not in arrear, the arbitrary dispossession in case of natural decay of physical strength, evident illness, or other unavoidable deterioration of value of a labourer, breach of contract on either side, and all questions arising out of such relations as employer and employed.

Dr. Brodie.—The almost unanimous opinion is that disputes between employer and employed should be settled at Petty Sessions. The unpaid justices with one stipendiary magistrate would probably constitute a fair tribunal.

Mr. O'Brien.—The magistrates at Petty Sessions will be found to constitute the best and most inexpensive tribunal for dealing with all matters of controversy arising under the Act.

Dr. King.—The Petty Sessions Court. No magistrate to act in his own case, and probably one of the presiding justices should be a resident magistrate. If the 14 & 15 Vic., c. 92, s. 15 were extended to rural districts it would afford the landlord a cheap and summary mode of obtaining re-possession for non-payment of rent or other sufficient cause provided a complete jurisdiction were given to Petty Sessions to adjust mutual claims. The 86th Section of 23 & 24 Vic., c. 154 might also be retained.

Dr. Roughton.—Disputes of a serious nature should be heard and decided by magistrates at Petty Sessions; those of a trivial kind might be adjusted by a Labourers' Cottage Board.

Mr. R. Hamilton.—The Justices of the Peace at Petty Sessions; the case to be heard by two or more justices who have no interest in the matter. There should be an appeal to the Chairman at Quarter Sessions, and the procedure should be made as simple and cheap as possible.

Dr. Burke.—Presuming the building loan to be given by the Board of Works, the competent authority should be their Inspector, or an officer specially appointed for that purpose, not connected officially or otherwise with the county.

Mr. Bourke.—The general opinion is that no fitter court could be found than the Petty Sessions, but he thinks there are objections arising out of the position of the magistrates as landowners which might be supposed.

to influence them in adjudicating on such cases. Suggests the precedent in 34 & 35 Vic., c. 32 (Criminal Law Amendment Act) constituting the Resident Magistrate sole judge, but having the assistance of two assessors to be appointed annually by the Petty Sessions Court.

Mr. Horsley.—Two justices or more in Petty Sessions, or a Resident Magistrate sitting alone, power being given to appeal to Chairman of Quarter Sessions; but no landlord or agent to act as a magistrate in any case in which he may have an interest.

7. WHAT RESTRICTIONS, IF ANY, SHOULD BE IMPOSED ON TENANTS LETTING COTTAGES TO LABOURERS UNDER THIS ACT.

Mr. Robinson.—The landlord should make it a condition with his tenant that he only lets to the labourer under the provisions of the Act, and that the occupant of the cottage must be *bona fide* a hired labourer. The landlord should make the tenant embody in his agreement with his labourer a clause against taking in lodgers, or sub-letting in tenements, but in other respects the farmer and his labourer should be unrestricted in their dealings with each other. Legislation on this point would probably be unnecessary.

Mr. W. Hamilton.—No special restrictions except that the dwelling should, at least, not be unfit for human habitation.

Dr. Brodie.—This appears to be the most important of the queries, for it is to the facility given to tenant farmers to give cottages and allotments to labourers that any substantial improvement in that class is to be looked for. If the tillage farmer get the right to build cottages and give allotments he will avail himself of it, and in this way the labourers will be drawn from their unhealthy habitations in town to homes more congenial, and which give scope to their industry, and the industry and faculties of their families. As to restrictions some think that no such power should be given without the express consent of the landlord. Others would limit the power to holdings of a certain extent—25 acres, 50 acres, or 100 acres—some to holdings of a certain value, from £20 to £50 being the lowest. Thinks himself that the area under tillage should be taken into account, and suggests that a holder of 25 acres, 10 of which are under tillage, should be entitled to have one labourer's cottage independent of the landlord's consent. The tenant might build the cottage himself, and have power to borrow a sum not exceeding one year's rent of the farm for the purpose, payable by instalments, which should be a charge on the land whether the tenant continued in occupation or not, an outgoing tenant to have compensation for the outlay if he gave up the cottage in habitable condition. Tenants should not be bound to build expensive cottages, or to adopt any particular plan. The only restriction should be that the cottage fulfilled the essential conditions of health and decency as regards the sleeping accommodation of the family.

Mr. O'Brien.—No tenant should be at liberty, without the written consent of his landlord, to let a cottage to any labourer not required for the purposes of his own farm, and every tenant should be bound on the requisition of his landlord to enforce against the labourer the proviso contained in the letting contract against sub-letting and the taking in of lodgers.

Dr. King.—Not to permit more residents than are required to work the farm, and not to permit lodgers who are not members of the labourer's family to be taken in.

Dr. Roughan.—Tenant farmers setting cottages under the Act should be regarded in the same light as proprietors. The only restriction

should be that the cottage should be set *bona fide* to a labourer required for the proper cultivation of the farm, and that no persons but the immediate members of the labourer's family should be allowed to inhabit it. If the landlord refused to provide a labourer's dwelling found to be necessary, the tenant should be enabled to build it, and for this purpose the Board of Works should be enabled to make loans on tenancies from year to year of the minimum value of £20, and so on in a proportionate fixed scale, subject to the recommendation of the Labourers' Cottage Board and the approval of the Local Government Board.

Mr. R. Hamilton.—There should not be more than one cottage for every 25 acres of arable land in the farm. In all cases the tenant should apply for landlord's consent before building, and if landlord refuse, the tenant should be able to appeal to the Chairman at Quarter Sessions, who should have power to authorize the erection if he considered the landlord's refusal unreasonable. Precautions should be taken against the tenant, under pretence of building labourers' cottages, building cottages for their children on their marriage. Letting rooms to lodgers should also be prevented, and spirit licences should not be given to farm labourers. A system of registration would be useful in preventing practices of this sort.

Dr. Burke.—Sub-letting, if proved before the magistrates at petty sessions, should be considered as equivalent to a notice to quit, and denoting a breach of contract.

Mr. Bourke.—Sees no good object in placing restrictions on tenants letting cottages to their farm labourers. Whatever the position of the lessor may be, if he has complied with the provisions of the Act, he should be entitled to the privileges and immunities it provides. Would encourage them to place themselves within the protection of the Act by conforming to its provisions, and securing control over the houses of the labourers; the labourer is at present at the mercy of the tenant farmer, who too often exacts a high rent without corresponding accommodation, but no legislation will prevent improvident bargains, and all that can be done is to refrain from affording exceptional facilities for the recovery of rent or possession of premises unless fair terms have been given, and care should be taken against any improper use of the power now existing of recovering possession from servants or caretakers.

Mr. Horsley.—Many think there should be no restrictions whatever, others that no labourers' cottages should be built without the consent of the owner in fee. Suggests the following:—A prohibition against letting a cottage to more than one *bona fide* labourer and his family, and against forcing upon him, either as joint tenants or lodgers, any other person whatever. A prohibition against letting to their sons or daughters or any person except an agricultural labourer or artisan necessary to the working of the farm. The exaction of such a rent from the labourer as would leave the tenant a profit after paying interest and instalments of loan, and cost of repairs might be made illegal, and the rent irrecoverable. The tenant might be compelled to pay his labourer weekly, in cash, deducting only the amount of his weekly rent.

8. ARE ANY SPECIAL PROVISIONS REQUIRED IN THE CASE OF HOUSES OCCUPIED BY CARETAKERS, &c.

Mr. Robinson.—The existing law (section 86 of 23rd & 24th Vic., cap. 154) would appear to be sufficient in regard to caretakers.

Mr. W. Hamilton.—The existing provisions appear to be generally regarded as sufficient.

Dr. Brodie.—No special provision required. The law as it stands affords sufficient facility for resumption of possession when required.

Mr. O'Brien.—The remedy provided by the 14th & 15th Vic., cap. 57, section 82, for the removal of caretakers by civil bill process is tedious and expensive; but if, as assumed to be the case, the 86th section of 23rd & 24th Vic., cap. 154, gives the magistrates in all such cases a summary power of immediate ejection, nothing more appears to be required.

Dr. King.—No; the 86th section of 23rd & 24th Vic., cap. 154, is sufficient.

Dr. Roughan.—Lettings to caretakers should be defined in writing, and jurisdiction given to magistrates at petty sessions to summarily order the removal of the caretaker put in with the owner's permission as well as of persons put in by former caretakers without the owner's permission.

Mr. R. Hamilton.—No change in the law is needed, the powers of the statutes now in force are quite adequate, and have been found to work satisfactorily.

Dr. Burke.—None that I can see, they being already provided for sufficiently by the 23rd & 24th Vic.

Mr. Bourke.—The provisions of the 86th section of 23rd & 24th Vic., cap. 154 are effective in such cases, and are largely used; but thinks its operation should be limited to *bona fide* caretakers paying no rent, and the terms "servants or herdsmen" be excluded lest, under this designation an actual farm labourer should be liable to summary ejection, or be debarred from pleading the default of his landlord.

Mr. Horsley.—No special provision beyond those in existing enactments further than that where a caretaker is put into a labourer's dwelling-house, built under the Act, the landlord should be bound to keep it in as good repair as if the caretaker were a tenant. The following form is much used in the district:—

I, _____, whose name is hereunto undersigned, do hereby acknowledge that the house I now occupy I occupy as caretaker thereof, and not as tenant, to take care of same for _____ as long as he may think fit to permit me to occupy as such caretaker, and not otherwise. Dated this _____ day of _____, 18 ____.

9. COULD ANY SYSTEM OF REGISTRATION OF LABOURERS' DWELLINGS INVOLVING INSPECTION, &c., BE ADOPTED WITH ADVANTAGE.

Mr. Robinson.—There is much difference of opinion on this point. Is himself disposed to think that periodical inspections would not be attended with much advantage, and that an inspection by order of the magistrates whenever necessary for special purposes would be sufficient.

Mr. W. Hamilton.—Nothing beyond a registration similar to that made applicable to Ireland by the 23rd Vic., cap. 26.

The condition of labourers' dwellings as to sanitary conveniences ought to be subject to public control under an efficient sanitary officer.

The best inspector is the landlord's wife. If a premium follows the inspection it might be tolerated.

Dr. Brodie.—A system of registration could be adopted with advantage. The area of each Poor Law Union would form a convenient registration district, and the clerk of the Union could act as registrar. Under any amendment of the sanitary acts, no doubt provision will be made for the appointment of more efficient sanitary inspectors, and in that case inspection might devolve upon the district sanitary officer.

Mr. O'Brien.—Considerable difference of opinion prevails on this point among competent and experienced persons. Views strongly in favour of such a scheme are held by some, while others maintain that it would be hurtful to the labourer's feelings and impair his sense of independence and self respect. Suggests that there should be a clause in the letting contract obliging the lessor to keep the premises in proper tenantable condition, and that the head landlord should be entitled to enter and inspect the premises when he deems it necessary, and to summon the lessor before the magistrates to enforce the observance of their covenant whenever found to be disregarded.

Dr. King.—Landlords or tenants who have erected labourers' dwellings might be required to register them with the clerk of the Union or clerk of petty sessions, and a short form could be compiled giving the particulars such as nature of roof and flooring; number of apartments; dimensions of each; number of doors and windows; whether provided with pigsty, privy, or manure pit, &c. The building to be subject to inspection by the district inspector of the Board of Works.

Dr. Rouhani.—A system of registration could be organized through the machinery of the Board of Guardians acting as a Labourers' Cottage Board; the lettings could with facility be registered in the office of the clerk, and an efficient inspection could be performed by the relieving officer who should be invested with full powers to compel the occupiers to keep the cottages in a clean, orderly, and decent condition, inside and outside.

Mr. R. Hamilton.—Some system of registry is requisite, but there is much difference of opinion as to what kind of inspection to adopt, some suggest registry with the clerk of petty sessions and periodical inspection by an officer of the Board of Works, or by the sanitary inspector or other officer of the Union. The county surveyors, the constabulary, the relieving officers and the dispensary doctors, have been suggested as inspectors. Thinks periodical inspection and report necessary. The sanitary inspector would be the most suitable inspector, and all houses built under the Act should be registered with the clerk of the Union.

Dr. Burke.—With decided advantage all labourers' cottages should be registered in a register to be kept by the clerk of the Union describing the situation and other necessary particulars. Every such cottage to be liable at proper hours to the inspection of the sanitary officer of the district, or other officer named under the Act.

Mr. Bourke.—No measure of registry or inspection could be attempted without risk of defeating the whole object in view, so distasteful would such a system prove, that it would probably render inoperative any enactment of which it formed a part.

Mr. Horsley.—Were labourers' dwellings and allotments under the Act exempt from poor-rate and county cess, encouragement would be given to proprietors and tenants to build, and in this case each dwelling might for a small fee be registered with the clerk of the Union, and the relieving officers and sanitary officers might be required to visit and report upon its condition to the Board of Guardians either yearly or half yearly; should the report be unfavourable, the Board of Works on being so informed by the Board of Guardians, might order an inspection and require the landlord to remedy the proved defects on pain of having the balance of the loan pre-emptorily called up.

10. CAN YOU SUGGEST ANY MODIFICATION IN THE EXISTING REGULATIONS FOR PROCURING LOANS WHICH WOULD TEND TO ENCOURAGE MORE NUMEROUS APPLICATIONS, AND TO SIMPLIFY THE PRESENT MODE OF OBTAINING ADVANCES.

Mr. *Robinson*.—It has been suggested to him that the expense of the application and report might be reduced, the inquiry into the title of the borrower might be shortened by giving the loan a statutory preference over all charges and interest, that the Board of Works should be represented in every county by some person with whom applicants might communicate direct, that the specification might be simplified, that the power of borrowing might be extended to any tenant holding not less than 40 acres, whose landlord would assent to the loan, that the Board of Works should lend money for a less expensive description of cottage than heretofore, that there should be power to borrow a less sum than the present minimum of £100, and that the period for payment might be extended.

Mr. *W. Hamilton*.—There should be the minimum of expense, the minimum of requirements (plans, drawings, and specifications). Some local agency for simplifying and facilitating loans, and affording information. A reference to ascertain the *bona fides* of the proposal and the necessity for it ought to suffice, provision being made for vouching the accounts. Town Councils, Railway, Dock, and other companies, owners and others, having an interest sufficient to secure the payment of the rentcharge, should be encouraged to provide suitable dwellings for those who are now so often miserably housed. In the present state of the labour market every facility should be given consistent with the due protection of the public purse. The want of labour has been least felt where attention has been paid to the dwellings of the poor.

Dr. *Brodie*.—Loans should be easily obtainable. Preliminary proceedings should be simple and inexpensive, certified copies of title deeds should be sufficient instead of originals, the money should be advanced at a low rate of interest and the advance spread over a long term, tenants should have borrowing powers whether holding by lease or from year to year, and loans should not be conditional on the adoption of any particular plan.

Mr. *O'Brien*.—No exception can be taken to the existing regulations as regards loans for other and larger classes of improvements, but it would be well to modify them in regard to the class of cases under consideration.

1. The rate of interest should be lowered and the time of payment extended to the utmost practicable limit.

2. The present minimum amount of loan (£100) should be reduced to £50.

3. The trouble and expense connected with the preparation of plans and proof of title are said to be very great, and the applicant is liable for expenses whether the loan is granted or refused. Some remedy should be provided for this, and it is submitted that in the case of labourers' cottages when the party has submitted the plans, title, and memorial to the Board of Works, all subsequent expenses should be borne by that Board.

4. Tenant farmers holding under the Ulster tenant right should be accommodated with loans on the security of that.

Dr. *King*.—The money should be lent at the very lowest rate that the State will give money for any purpose, and should be lent to any farmer whatever be his tenure, provided his landlord joins in the appli-

cation and his valuation be £50 or upwards—the land to be chargeable with the loan, but the interest to be paid by the occupier for the time being. The Board of Works should not require the original title deeds to be lodged with them but should be satisfied with certified copies.

Dr. Roughan.—Has had no practical knowledge of the working of these regulations, and is not aware of any instance in his district in which a proprietor has availed himself of the "Labourers' Dwellings Act," of 1860, but does not think they were deterred from doing so by the stringency of the regulations, but rather by the expense and by the dread that the persons put in occupation might become chargeable to the electoral division. The minimum sum to be lent should be reduced from £100 to £50, the period for repayment should be extended to 40 or 45 years, and the annual instalment in payment of principal and interest reduced from 5 per cent. to $3\frac{1}{2}$ or 4 per cent. Preliminary expenses should be borne by the Treasury, and on small loans instalments of one-third instead of one-fifth should be issued. Power should be given to the Board of Works to make loans on tenancies of the minimum value of £20, and so on in a proportionate scale subject to the approval of the Local Government Board.

Mr. R. Hamilton.—Some simplification of the proceedings is necessary. The means of obtaining information as to terms, &c., should be placed within easy reach of the farmers. Clerks of Petty Sessions should be employed to keep forms, and should fill up these forms on request. They should be supplied with small books containing the requisite information, to be sold at a small price. The same powers might be given to Clerks of Unions and Postmasters at money order offices. The costs of applying for obtaining loans and having plans made should be reasonable. The Court of Quarter Sessions should be the court for the tenant to establish the facts entitling him to an advance under the Act. Advances should be made upon tenancies from year to year. Notice of the application should be published, and the landlord should have power to make an agreement with the tenant by which the latter should undertake to pay an increased rent on the former giving security for the loan.

Dr. Burke.—The present regulations appear to be sufficiently accommodating.

Mr. Bourke.—Sees no necessity in the case of owners for the restriction of labourers' houses to such a number as the Commissioners may consider sufficient for the due working of the estate. If the security is sufficient does not see why there should be any limitation on the number of cottages. Tenants under whatever tenure they hold should be authorized to borrow for erecting, altering, or adding to buildings so as to create labourers' dwellings, the land itself being security for the charge; but in such cases the landlord's consent should be obtained, and the work should be limited to the necessities of the farm. A lower rate of repayment than five per cent. for 35 years.

Mr. Horsley.—In two-thirds of the district agricultural holdings are so small that tenants could not take advantage of an Act enabling them to borrow for building labourers' cottages. Were such dwellings to come up to the minimum standard of the published plans the labourer would be better and more decently housed than his employer. The proprietors of the soil must therefore be looked to, as a class to provide proper accommodation for agricultural labourers and their families, but it is not to be expected that they will embark to any great extent in expenditure which will offer them no corresponding pecuniary advantage or additional security for their rent, unless every facility is given for borrowing on abnormally moderate and liberal terms. The preliminaries for obtaining

loans from the Board of Works should be made as simple, as little harassing, and as inexpensive as possible. Concurs in a suggestion of Lord Ventry that the Board of Works should be enabled to grant loans on completed cottages. The loan might probably be in turn applied to building more cottages. The period for applying for the loan might be limited to six months from completion.

OBSERVATIONS ON PUBLISHED DESIGNS FOR COTTAGES.

Mr. Robinson.—All the designs provide for a floor over some of the rooms; prefers a plan in which all the apartments are on the ground floor. Where there is an upper floor the rooms must be very low or the cost too great, and in a sanitary point of view, therefore, there is much advantage in building cottages without upper floor. *Mr. Barney's* design embraces all the requirements of a labourer's dwelling, but a pig-sty should be provided. A grate will not be necessary in places where turf is burned; a thatched roof is more comfortable—warmer in winter and cooler in summer—but is objectionable on account of frequently requiring repair. Considerable latitude should be allowed in planning the cottage, proper provision being made for sound construction—the number of rooms, and the separation of the sexes.

Mr. W. Hamilton.—The published designs are satisfactory. Is glad that there is scope for emulation and improvement from time to time by the system of admitting plans, &c., for consideration. Detailed observations as to various plans and different requirements, and references to cottages built in different parts of his district.

Dr. Brodie.—The plans are too expensive; where two cottages are required it would be economy to have them in one block. In place of the wash-house shown in plans would substitute a cheap shed for turf or other general use to shelter a pig or a donkey.

Mr. O'Brien.—Has nothing to urge against the plans themselves, but estimates that the cost of cottages constructed according to them will range from £90 to £140, and fears that in the great majority of cases such an expenditure will not be incurred, and that unless cheaper plans are devised and sanctioned things will remain as they are. *Mr. Barney's* plan is perhaps 20 per cent. cheaper than the Board of Works' plan, but this is principally owing to the thatched roof which, however, though superior in comfort and in a sanitary point of view to slate, is objectionable as requiring frequent repairs.

Dr. King.—Prefers the plan prepared in the Commissioners' Office, but suggests various modifications.

Dr. Boughan.—The designs published are too expensive. A comfortable thatched house with a living room reaching to the roof, with two bedrooms off it, boarded and coiled, erected on a cheerful site, convenient to the public road, would be acceptable. The enclosed yard, privy, and ashpit might for the present be dispensed with.

Mr. R. Hamilton.—Impossible to frame any plan generally acceptable; the best course would be to collect as many specimens as possible—not too expensive—for applicant to choose from, or allow him to submit one of his own. Much difference of opinion as to cost. Tenant farmers think the cost ought to be under £50, but the gentry favour more costly plans. Much unanimity as to accommodation to be provided, viz., a kitchen or living room, open to the roof, two bedrooms, and over them a garret or loft; a yard, a privy, and cess-pool, manure pit, and pig-sty.

Submits specimens of cheap plans. Preference for a slated roof over a thatched one unanimous. It is admitted that thatch is warmer and more comfortable, but it is in constant need of repairs.

Dr. Burke.—No. 1 design of the Board of Works appears most suitable, but suggests louvred openings in the roof for ventilation. Prefers Mr. Barney's plan to those of the Board of Works, as more suitable to the habits of the Irish peasantry. Suggests some modifications—a large hearth in place of a grate, a window in the gable to open on hinges, and the addition of a pig-sty.

*Drawing,
No. 21, and
Nos. 1 to 20.*

Mr. Bourke.—Is not satisfied with any of the designs issued by the Board of Works, and there is no estimate of the expense. Refers to reports of Royal Agricultural Society. Mr. Barney's plan is commodious and the cost low, but cannot approve of a paling for enclosing the yard—there should be a wall. Thatch, though warm in winter, cool in summer, and having self-contained ventilation and the preference of the people, involves a constantly recurring expense and danger of fire. The only practical use of plans is to help parties who have no settled plans of their own, and to this end they should be of various kinds and specifications should be given, but the parties should not be required to build after any particular design.

*Drawing,
No. 21*

Mr. Horsley.—Has no suggestions to offer on the designs further than to state that thatched roofing is quite unsuitable to the wet climate of his district, and would in the long run be found more expensive than slating.

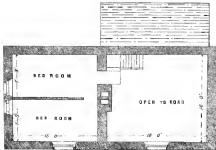
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PERSPECTIVE ELEVATION.

ARCHITECTURAL DRAWING
AND PERSPECTIVE DRAWING



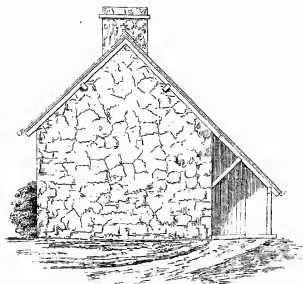
CHAMBER PLAN.

Architect's Name, Title, etc.

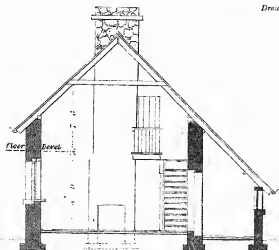


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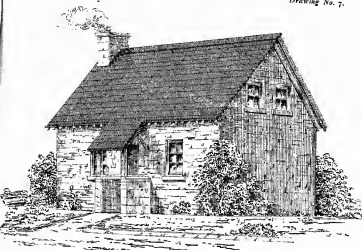
Drawn by the Civil Engr. Messrs. J. & W. G. Smith, 15, Abchurch Lane, London, E.C. 4.



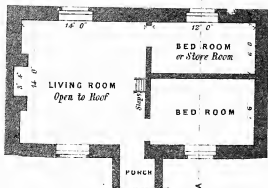
ENTRANCE ELEVATION



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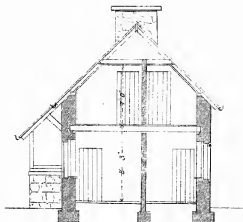


PERSPECTIVE ELEVATION



GROUND PLAN

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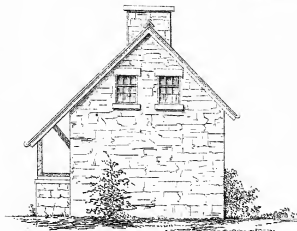
SECTION. A.B.



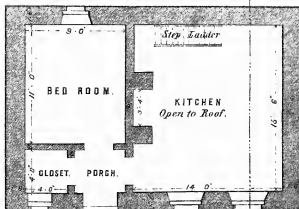
FRONT ELEVATION.

SCALE.

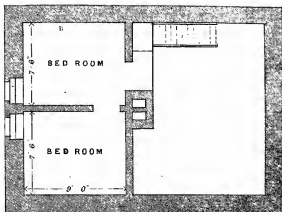




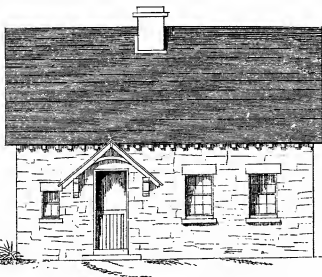
END ELEVATION



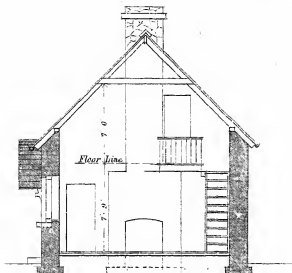
GROUND PLAN.



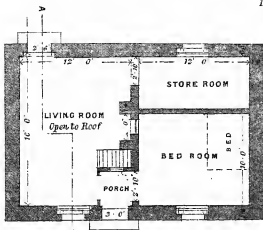
CHAMBER PLAN.



ELEVATION.

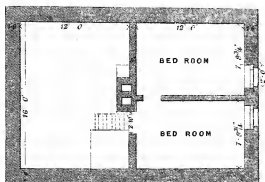


SECTION A. B.

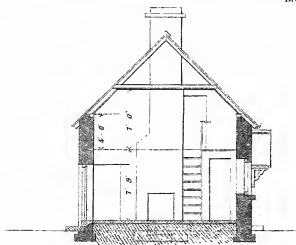


GROUND PLAN.

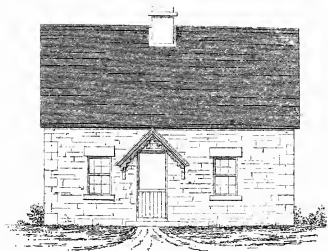




CHAMBER PLAN

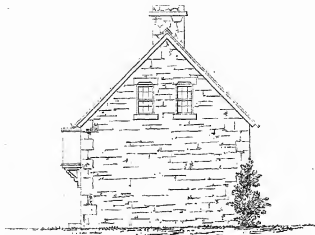


SECTION A.B.



FRONT ELEVATION.

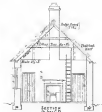
Drawing No 20



END ELEVATION.



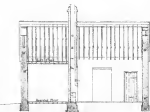
ELEVATION



SECTION
ON LINE C-D

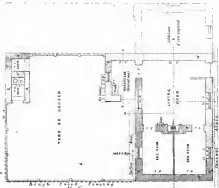


SECTION



SECTION
ON LINE A-B

Scale 0 10 20 30 40 Feet



Architectural Floor Plan



FRONT ELEVATION



END ELEVATION



GROUND PLAN



UPPER PLAN

Scale 1" = 10'

Arch. 15. 14. 2



FRONT ELEVATION.



SECTION THRO A B.

NOTE— Chimney to divide into flues
Left over Bath Room
Right to Hall over Left



PLAN



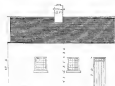
SIDE ELEVATION



Scale 1/4" = 1'-0"



FRONT ELEVATION



FRONT ELEVATION.



F.L.P.M.



UPPER PLAN



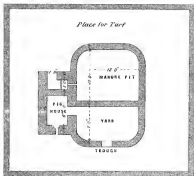
SECTION



GROUND PLAN



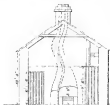
ELEVATION OF HUT OFFICE A'



GROUND PLAN OF HUT OFFICE A'



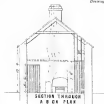
END ELEVATION



SECTION THROUGH A & B



FRONT ELEVATION



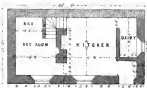
SECTION THROUGH
A DOOR PLAN



UPPER FLOOR



ELEVATION
(Front Facade)



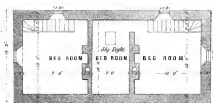
GROUND PLAN



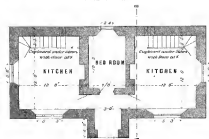
ELEVATION
(Front Facade)



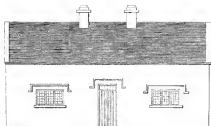
FRONT ELEVATION



UPPER FLOOR



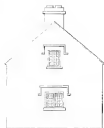
GROUND PLAN



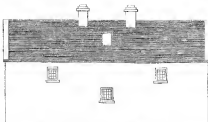
FRONT ELEVATION
(Without Porch)



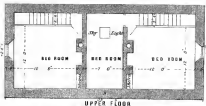
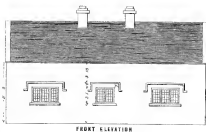
SECTION THROUGH A B.



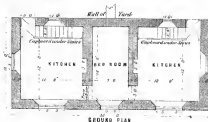
ELEVATION OF END



ELEVATION OF REAR



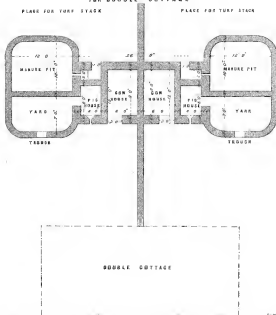
Middle Room Lighted by Sky Light or a dormer Window in Front of it.

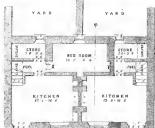
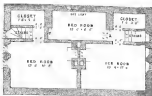


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ELEVATION OF OFFICE
FOR DOUBLE COTTAGE





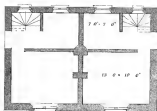
SCALE

SCALE

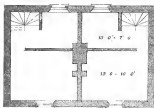
SCALE



FRONT ELEVATION.



GROUND PLAN



BED ROOM PLAN

See end of volume for notes.



See Specifications and other drawings

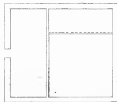
See Specifications and other drawings



SECTION ON LINE A-B



ELEVATION



PLAN OF LEFT



PLAN





A Small Porch might be added



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